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THE  
L A W S  
RESPECTING  
MASTERS AND SERVANTS,  
ARTICLED CLERKS, APPRENTICES,  
MANUFACTURERS, LABOURERS,  
AND  
JOURNEYMEN.

COMPRISING ALSO

The LAWS respecting COMBINATIONS amongst WORKMEN; and  
all other Matters relative to Masters and their Servants.

Laid down in a *plain and easy* Manner; and in which all *technical*  
*Terms of Law* are familiarly explained.

As collected and digested from the several  
REPORTS and other BOOKS of AUTHORITY,  
*Up to the Present Time.*

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AN APPENDIX OF PRECEDENTS;

Comprising a great Variety of the most approved Forms of  
ARTICLES and INDENTURES of CLERKSHIP and AP-  
PRENTICESHIP, AGREEMENTS, ASSIGNMENTS,  
and other Instruments relating to the above Subject.

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The THIRD EDITION, Corrected and Improved.

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BY THE AUTHOR OF THE  
LAWS RESPECTING LANDLORDS AND TENANTS,  
LAW OF WILLS, AND PARISH MATTERS.

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## ·ADVERTISEMENT.

IN surveying the different parts of our Legal Jurisprudence, with a view to the completion of our "SELECTIONS *from the Laws of* ENGLAND," the provisions and distinctions subsisting in the relation between MASTERS and SERVANTS, appeared to us to compose a subject of sufficient extent and importance to form a material division in such a work; an opinion which we are happy to find, has been fully sanctioned by the voice of the public, whose demand for the two former impressions of the following sheets, has induced us to present them with a THIRD, in which every *improvement and addition* has been made, that seemed calculated to insure a continuance of that approbation, with which the labours of the author have hitherto been honoured.

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*An Explanation of the Contractions made use of in this Treatise.*

Amb.	Ambler's Reports.	Hale P. C.	Hale's Pleas of the Crown.
And.	Anderfon's Reports.	Hob.	Hobart's Reports.
Atk.	Atkyn's Reports.	Keb.	Keble's Reports.
Bac. Ab.	Bacon's Abridgment. 8vo.	Leo.	Leonard's Reports.
Black. Com.	Blackstone's Commentaries.	Lev.	Levinz's Reports.
Black. Rep.	Blackstone's Reports.	March.	March's Reports.
Brow. Ch. Rep.	Brown's Reports in Chancery.	Mod.	Modern Reports.
Bulf.	Bulstrode's Reports.	Moor.	Moor's Reports.
Bur.	Burrow's Reports.	Ow.	Owen's Reports.
Cart.	Carter's Reports.	P.	Page.
Carth.	Carthew's Reports.	Plow.	Plowden's Commentaries.
Ca. Temp. Holt	Cases in the time of Chief Justice Holt.	Peere Will.	Peere Williams's Reports.
Ch. Rep.	Chancery Reports in the time of Car. I.	Prec. Chan.	Precedents in Chancery.
Co. Lit.	Coke's Commentary upon Littleton's Tenures.	Raym.	Lord Raymond's Reports.
Com. Rep.	Comyn's Reports.	Rep.	Reports.
Com. P.	Common Pleas.	Roll. Ab.	Rolle's Abridgment.
Comb.	Comberbach's Reports.	Salk.	Salkeld's Reports.
Cowp.	Cowper's Reports.	Sess. Ca.	Sessions Cases.
Cro. Eliz.	Croke's Reports in the time of Q. Elizabeth.	Sid.	Siderfin's Reports.
Cro. Car.	Do. in the time of King Charles.	Show.	Showers' Reports.
Cro. Jac.	Do. in the time of King James.	Show. Par. Ca.	Showers' Parliament Cases.
Doug.	Douglas's Reports.	Stra.	Strange's Reports.
Dy.	Dyer's Reports.	Sty.	Styles's Reports.
Eq. Ca. Abr.	Equity Cases abridged.	Term Rep.	Term Reports in the King's Bench, by Durnford and East.
Finch.	Finch's Law.	Vaugh.	Vaughan's Reports.
Fitz. N. Brev.	Fitzherbert's Natura Brevium.	Vent.	Ventris's Reports.
Gilb. Rep.	Gilbert's Reports.	Vern.	Vernon's Reports.
Gouldsb.	Gouldsbrough's Reports	Vez.	Vezey's Reports.
Godolph.	Godolphin.	Vid.	See.
Haw. P. C.	Hawkin's Pleas of the Crown.	Vin. Abr.	Viner's Abr.
		Will. Just.	Williams' Justice of the Peace.
		Wilf.	Wilfon's Reports.
		Wood.	Woodefon's View of the Law.



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THE  
L A W S  
RESPECTING  
MASTERS AND SERVANTS.

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CHAP. I.  
OF DOMESTIC, USUALLY STILED  
MENIAL SERVANTS.

THE relationship which subsists between a master and a servant, from the superiority and power which it creates on the one hand, and duty, subjection, and, as it were, allegiance on the other, is in many instances applicable to other relationships, both of a superior and subordinate kind, such as lord and bailiff, principal and attorney, owners and masters of ships, merchants and factors, and all such others as have authority to enforce obedience to their orders from those whose duty it is to obey them, and whose acts, being conformable to their duty and office, are esteemed the acts of their principals. *Bac. Abr.* 8vo. 555. but some of these being treated of in other parts of our Selections, and others being foreign to the design of the present compilation, we shall here consider that relationship only which exists between *Masters and Servants*, in the common and familiar acceptation of those words; and shall begin with menial or domestic servants.

Menial or domestic servants.

Menial servants are so called, not as a term of degradation, but from their living *intra mœnia*, i. e. within the house or walls of the master.

**SERVANTS.** In considering the law relative to this species of servants, we shall inquire

I. Concerning the hiring, and discharging them; and their departure from service.

II. The interest a master has in their time and attendance; and the authority he may exercise over them.

III. The acts of servants for which the master is answerable.

IV. The acts of servants for which they are answerable to their masters.

V. Of the giving false characters with servants.

*I. Concerning the Hiring of Servants, the discharging of them, and their Departure from Service.*

**1. Hiring of servants.**

**I. Of the hiring.**

The relation between a master and his menial, or domestic servant, arises upon the contract between them, which is usually called the *hiring*, this may be made, either in writing, or by a verbal declaration, and for any time that may be agreed upon between them.

In *London* and other great towns, where it is often difficult to learn the real character of a servant, a common mode of hiring is by what is called month's warning, or month's wages; that is to say, the parties agree to separate on either of them giving to the other a month's notice for that purpose, or in lieu thereof, the party requiring the separation to pay or give up a month's wages; and this kind of hiring seems to have been sanctioned by the courts.

But if the hiring of a servant be general, without any particular time specified, the law will construe it to be a hiring for a year certain, which it does upon a principle of natural equity, that the servant shall continue with and be maintained by the master, through all the revolutions of the seasons, as well when there is work to be done as when there is not. *Co. Lit.* 42. *Noy Max.* 108. and in this case, if the servant depart before the year, he shall not be entitled to his wages. *Ibid.*

And it has been held that where a servant is hired for one year certain, and so from year to year, as long as both parties shall agree, and the servant enter upon a second year, he must serve out that year, and is not merely a



Servant at will after the expiration of the first year. SERVANTS.  
Keb. 16.

## 2. Of discharging servants.

By stat. 5 Eliz. chap. 4. (a) after a servant is hired, his master cannot discharge him either before or at the end of the term of hiring, (this is to be understood where the hiring is for a year certain, or for an indefinite time, which is construed to be for a year) without giving a quarter of a year's previous warning, unless for some cause which shall be thought sufficient, and be allowed by a justice of the peace, on pain that the master forfeit 10s unless at the time of entering into the contract it was agreed that some other warning should be given. 1 Black. Com. 425. see also *post*. chap. iii. sec. iii.

## 2. Discharging servants.

But notwithstanding the stat. Eliz. if a servant be guilty of incontinence, or any other moral infamy, whilst in his master's service, it has been held that the master may discharge him without application to a justice. *Cald.* 1. 14. 134. and so if he be taken into custody for any offence, and legally detained, so that he is prevented from completing his service, the master is authorized to discharge him. *Ibid.* 129. But in this case it was said by Lord Mansfield, that if the offence of which the servant guilty was committed before the time of hiring, the master will not be entitled of his own accord to discharge him on that account.

Nor can a master discharge his servant within the year, or abate his wages, on account of any hurt, or illness, by which he may be disabled from doing his usual business. *Wood Inst.* 52. nor even for insanity, without an order of a justice. 5 *Term Rep.* 659. 6 *ib.* 587.

## Illness of servants.

Neither for rudeness, or other misbehaviour of servants, can the master discharge him, nor can the servant leave his master on account of ill treatment by the master or mistress; but in these and like cases, application must be made to a justice for a discharge, as directed by the stat. of Eliz. of which more will be seen *post*. chap. iii. sec. iii.

## Misbehaviour of servants, &c.

(a) This statute relates more particularly to artificers and servants of husbandry, but it is imagined that it may well be construed to give justices a general jurisdiction over servants of every description, and such jurisdiction is in fact exercised by them.



## SERVANTS.

## 3. Departure from service.

## 3. Departure from service.

As a master cannot discharge a yearly servant without a quarter's warning, so neither can such servant leave his master's service without similar notice, under pain of imprisonment, unless they part by mutual consent, or in consequence of some previous agreement for shorter notice, or lastly, unless for cause to be allowed by a justice. 5 Eliz. chap. 4.

And the refusing to do the master's business, is held in law to be a departure from service under the statute, notwithstanding the continuance of the servant under his master's roof. *Dalt. Just.* 187.

And though a woman servant marry she must nevertheless serve out her term, and her husband cannot take her out of her master's service. *Ibid.* 58.

## Observation.

We shall now consider such incidents to the relation between master and servant, as may affect other persons as well as themselves; in doing which, we shall in this place confine ourselves to those acts which are more likely to occur between the master and his menial or domestic servant, than those of any other description, though they will in truth, as we shall see hereafter, equally apply to those of the latter as of the former denomination.

## II. As to the Interest a Master has in the Time and Attendance of his Servant; and the Authority he may exercise over him.

## 1. The interest of a master in the service of his domestics.

## 1. The interest a master has in the time and attendance of his servant.

From the interest which the master has in the service of his domestics, by reason of the wages which he pays them, he may maintain an action against any one who has by any means deprived him of their service, as by having maimed his servant, or the like. 9 Co. 113. and for the preservation of such service, the better opinion is, that he may justify assaulting another in the defence of his servant. 2 Roll. Abr. 546. 1 Blac. Com. 429. *Loft's Rep.* 215.

And, in general, if a servant is disabled in his master's service by an injury received, through another's default, the master may recover damages for loss of his service.

As where a person dug a ditch in the highway, whereby his servant broke his leg, damages, were recovered. 1 Roll. Abr. 88.

And so if a surgeon in consideration of a sum of money,

undertake to cure a servant of a hurt, and by his unskilfulness make him worse, by which the master lose his service, an action will lie. 1 *Roll. Abr.* 98. 2 *Bulst.* 332.

For a similar reason a master may maintain an action against any one who entices away his servant.

As if a man hire or retain my servant whilst in my service, and the servant depart from me, and serve the other, I may have an action for damages against both the master and the servant, or either of them, unless the master was ignorant of his being in my service; and even then, if he refuse to restore him after demand, the action is still maintainable (a). *Fitz. Nat. Brev.* 167. *Hob.* 189. *Moor.* 187. *Cowp.* 54. 6 *Term Rep.* 221.

And so if, without any inticement, a servant leave his master without just cause, an action will lie against another who retains him with a knowledge of such departure. *Salk.* 380. 6 *Mod.* 99. 182. 289.

Also a master may assist his servant in supporting the expence of any action at law against a stranger, whereas in general it is an offence against public justice to encourage suits and animosities by such assistance. 1 *Roll. Abr.* 115.

The reason and foundation upon which all this doctrine is built, Sir W. Blackstone observes, 1 *Com.* 429, seems to be the property which every man has in his domestics, acquired by the contract of hiring, and purchased by giving them wages.

2. The authority a master may exercise over his servant.

2. The authority of a master over his servant.

As the master is bound to pay wages to his domestics, and owes them also protection, so in return he has a right to expect and to exact of his servants fidelity and obedience in all his lawful commands; and to enforce this, the law allows a master to correct his servant in a reasonable and proper manner, either for abusive language, neglect of duty, or other misbehaviour.

(a) And the same holds in regard to a daughter (whether under or above the age of 21 years) if living with her parents, who for the purpose of enabling the father to punish one who may barbarously entice her to leave her home, the law considers as a servant, and gives the father an action against the seducer to recover damages for the loss of her service, and any act of service, however trifling, is deemed sufficient. 3 *Bur.* 1878. 3 *Wils.* 18. 2 *Term Rep.* 166.



**SERVANTS.**

Correcting servants.

But though a master may chastise his servant himself he cannot delegate that power to another. 9 Co. 76. 2 Mod. 167.

And the correction of a master must be in all respects moderate and reasonable, for if the master design an immoderate chastisement, either in respect of the measure, the manner, or the instrument, he will be answerable, and if the servant die, it will, if done with deliberation and forethought, be murder, and if passionately and without deliberation, manslaughter. Hale P. C. 454. 1 Hawk. Pl. C. 73. 5 Mod. 287.

And this correction must be in order to enforce the just and lawful commands of the master, and not otherwise. For he is neither justified in giving nor is a servant by any means allowed to commit any the lowest species of crime, by the command or even by the coercion of his master. Bul Ni. Pri. 18. 4 Wms. Just. 14.

But as in defence of his master a servant may justify assaulting another; and though death should ensue it is not murder, it is presumed, that a master may demand the aid of his servant, in case of any unlawful attack upon his person or property.

The above positions, however, relating to the correction which a master is permitted by the laws of England to give to his servants, (however generally laid down in the books) must it is conceived be confined to servants under the age of twenty-one years, and not to those above that age. See 1 Blac. Rep. 428. Though in cases of high provocation by a servant of full age a master is so far considered by a jury to be justified in striking him that no other than 1s. damages are in general awarded,

### III. As to the Acts of the Servant, for which the Master is answerable.

The acts of servants for which the master is answerable.

The acts of a servant are in many instances deemed the acts of the master which arises from the relation which exists between a master and servant, for as in strictness every body ought to transact his own affairs, and it is by the favor and indulgence of the law that he can delegate the power of acting for him to another, it is highly reasonable that he should answer for such substitute, and that his acts being pursuant to the authority given him should be deemed the acts of his master. 4 Bac. Abr. 583.



It is a rule of law, therefore, that when a man commands another either expressly, or by implication, to do any act, he shall be considered as having done it himself.

If, therefore, a servant commit an act of trespass by command, or encouragement of his master, the master will be answerable. *1 Black. Com. 429.* But in this case the servant himself is not excused, as he is bound to obey his master in such things only, we have seen, as are honest and lawful.

So if the servant of an innkeeper rob his master's guest, the master is bound to make good the loss, for as there is a confidence reposed in his providing honest servants, his negligence in this respect is considered as an implied consent to the robbery. *Noy Max. 109.*

And the same is also law, and on a like principle of negligence in the host, if the property of the guest be stolen by any other person than his servant, unless it be done by the servant or companion of the guest himself.

*3 Co. 33.*

So also if the drawer or waiter at an inn sell a man bad wine by which his health is impaired, an action will lie against the master; for though he might not expressly order the servant to sell it to that person in particular, yet his permitting him to sell it at all, to any body, is deemed an implied general command. *1 Roll. Abr. 95. 1 Black. Com. 430.*

In like manner, if a servant be frequently permitted to do a thing by the tacit consent of the master, the master will be liable, as such permission is equivalent to a general command.

If therefore I pay money to the servant of a banker, and he embezzle it, the banker is answerable, but otherwise, if I pay it to the servant of a physician, whose proper business is not to receive money for his master.

*1 Black. Com. 430.*

Also the acts of a servant are deemed the acts of his master in dealing and contracting for his master concerning matters in which he has been entrusted with such authority. As if a servant sell a piece of cloth, or the like, warranting it to be good, and it proves to be damaged, an action lies against the master. *4 Bac. Abr. 583.*

Contracts of servants.

And so, if I usually send my servant upon trust with my tradesmen, and he take goods in my name, upon his

SERVANTS. own account, I must pay for them (a); and so, likewise, it would be were I to send him sometimes on trust, and sometimes with ready money, for it is not possible for the tradesman to know when he comes by my order, and when by his own authority, or when with, and when without the money. 1 *Show.* 95. *Noy. Max.* 111. 1 *Str.* 506.

But if I usually deal with my tradesman myself, or constantly pay him ready money, I am not chargeable with what my servant may take up in my name; for in this case there is not, as in the other, any implied order to trust him. *Dr. & Stud.* chap. 42. *Show.* 95.

Or if the master never had any personal dealings with the tradesman, but the contracts have always been between the servant and the tradesman, and the master has regularly given his servant money for payment of every thing had on his account. In this case the master shall not be charged. *Esp. N. Pri.* 115.

Or if I forbid my tradesman to trust my servant on my score, and he stills buys upon credit, I am not liable. 1 *Brownl.* 64. *Show.* 95.

And by transacting affairs for his master, a servant derives a general authority and credit which cannot be determined for a time, by any particular orders or instructions, to which none but the master and servant are privy; for if that doctrine were to prevail, no one could deal with safety with any but the master himself, which would be extremely detrimental to commerce and to general convenience.

Therefore the act of a servant, though out of place, was held to be binding upon the master by reason of the former credit given him on his master's account, it not being known to the party trusting that he was discharged. 4 *Bac. Abr.* 586.

Negligence of  
servants.

The master is also answerable for any injury arising by the fault or neglect of his servant when executing his master's business; as, where a gentleman's servant

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(a) And it is the same in respect of a wife, relation, or other person, who has been used to act for another, they being deemed in respect of those individual transactions, as the servants of their employers; and were it not so, no mutual intercourse could subsist between man and man with any tolerable convenience.



brought a coach and two ungovernable horses of his master's into Lincoln's-Inn-fields, in order to break them in, and they from the carelessness of the driver ran over a passenger, it was held that an action brought against the master, as well as the servant, was good. 3 *Keb.* 65. 1 *Ent.* 295. And so in like cases. 1 *Ld. Raym.* 264. 375. 39. 6 *Term Rep.* 659.

But, where in cases like the above there has been no neglect or other fault in the servant, the master is not liable. *Esp. Rep.* 533.

So where a pawnbroker's servant took a pledge, and refused to deliver it on tender of the redemption money, the master was made to produce it. 2 *Salk* 441.

And if a smith's servant lame a horse whilst shoeing him, or the servant of a surgeon make the wound worse, in both these cases an action for damages will lie against the master, and not against the servant. 1 *Black. Com.* 31.

But it is to be observed, that, in all the above cases, the damage, &c. must be done whilst the servant is actually employed in his master's service, otherwise he is liable to answer for his own misbehaviour or neglect.

And to make the master liable, it is likewise essential, that the servant be about the proper business of his master, and acting within the authority actually or impliedly delegated to him, for if the master, for instance, order his servant to do one thing, and the servant exceed his orders and does another, the servant alone shall be answerable for his own acts. For otherwise it would be in the power of every servant to subject his master to what actions or penalties he pleased. *Skin.* 228.

Formerly the master was answerable for any damage occasioned to his neighbours, by any fire occasioned by the negligence of his servant; but, the law is now altered in this respect, by 6 Ann. chap. 31. sec. 3. which protects the master from an action for damages, by enacting that no action shall be maintained against any in whose house, or chamber, any fire shall accidentally begin; the loss of the master being in such case deemed a sufficient punishment for his own or servant's carelessness.

But by 14 Geo. 3. chap. 78. if a fire happen through the negligence of any servant (whose loss is generally very inconsiderable,) he shall forfeit 100l. to be distributed amongst the sufferers. or be committed to a workhouse for the space of 18 months.

SERVANTS.

Fire occasioned  
by servants.

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A master is likewise chargeable if his servant cast any dirt, &c. out of the house into the common street, and so for any other nuisance occasioned by his servant, to the damage or annoyance of any individual, or the common nuisance of his majesty's people. *Noy Max. 111. 1 Ld. Raym. 264.*

The master being as we have already seen, responsible for all acts done by his servant in the course of his business, even though he has no express command from his master for the purpose.

## Remarks.

Upon the above cases it is remarked by Sir W. Blackstone, that though the master, as appears from the cases we have adduced, may frequently be a loser by the trust reposed in his servant, he never can be a gainer; he may frequently be answerable for his servant's misbehavior, but never can shelter himself from punishment by laying the blame on his agent, the reason of which is, that the wrong done by the servant is looked upon in law as the wrong of the master himself, and it is a standing maxim, that no man shall be allowed to take advantage of his own wrong; and hard as this rule of law may be sometimes on an innocent individual, the reader will perceive it to be founded upon principles of public policy and utility, and has a tendency to make masters careful in the choice of their servants, and consequently servants tenacious of a good character; by which many injuries to society and to themselves are not unfrequently prevented. See 1 *Com. 423.*

This observation, however, does not seem to be strictly correct, to the full extent to which it appears to go, for it seems that a master shall have the benefit of his servant's contracts in like manner as he shall be bound by them, at least in respect to such matters as come within his compass as a servant. Thus where a servant was sent by his master to a debtor to see what was due on the debtor's account; and the promise was made to the servant to pay what appeared to be due upon the balance. It was held that the master might maintain an action in his own name on this promise to his servant. *Godb. 360.*

Likewise if a servant be robbed of his master's money, though it be in the absence of his master, the master may maintain an action against the hundred for it. 4 *Bar. Abr. 583.*

And so, where a clerk had paid away notes in insuring lottery tickets, (contrary to 12 *Geo. 3.*) he had embezzled.



led from his master, it was held that they might be re- **SERVANTS.**  
covered back by the master. *Cowp.* 197.

IV. *The Acts for which Servants are answerable to their Masters.*

1. In a civil action.

A servant is not answerable to his master for any loss which may happen without his wilful neglect, but if he be guilty of fraud or gross negligence, an action will lie against him by his master.

Servants not answerable for accidents, but are for neglect.

Therefore, If a master give money to his servant to carry to such a place, and he is robbed, the servant shall not be answerable, for a servant undertakes only for his diligence and fidelity, and not for the strength and security of his defence; he is not therefore obliged to preserve his master's property at all events; and in this the law observes a difference between a servant and another person, for every other person has properly no other care than of his own concerns, and is not bound in point of duty to defend or intermeddle with the property of another. If therefore, he officiously create to himself such an undertaking, he is obliged to make good the loss if any happen. But a servant is under the command of his master, and bound, if desired, to charge himself with his master's affairs: now the contract by which he becomes a servant, implies no more, as we have said, than an undertaking for obedience, care, and fidelity; and whenever he afterwards engages in the concerns of his master, it is in consequence of that contract, and can extend no farther than that implies, he consequently cannot in reason be answerable for any unavoidable accident, arising from no want of care or faithfulness in him. See 4 *Bac. Abr.* 588.

But if he do any thing fraudulently, or is guilty of gross neglect or disobedience, it is otherwise.

As, if a servant, driving his master's cattle, suffer them to perish for want of due attention to them, the master may have an action on the case against him. *Ibid.* 589.

And so if a man deliver a horse to his servant to take to market, or money to pay to another, and he neglects to do it, his master may have an action of account or detinue against him. *Moor.* 248.

And so of similar cases. See 1 *Sid.* 298. 1 *Lev.* 188 & *Keb.* 88. *Ca. Law & Eq.* 109.

## SERVANTS.

Servants de-  
frauding their  
masters of  
goods, &c.

## 2. In a criminal prosecution.

Having seen in what cases a *civil* action may be had by a master against his servant, it will now be proper to observe upon the *criminal* acts for which a prosecution will lie against servants, in relation to their masters.

By the common law, a servant (even though under age) was guilty of felony in taking away the goods, &c. of his master, though the goods, &c. were under the immediate charge of the servant, (and may still be indicted for such offence at common law, if feloniously committed,) see post note (a); if, however, any particular goods, &c. were expressly delivered to the servant by his master, to keep, or to carry to such a place, and the servant converted them to his own use, it was considered as a breach of trust only, and not felony; but now by statute 21 Hen. 8. c. 7. it is enacted, that all servants to whom any caskets, jewels, money, goods, or chattels, by their masters or mistresses shall from henceforth be delivered to keep, and who shall withdraw themselves from their masters or mistresses, and go away with the said goods, &c. or any part thereof, with an intent to steal the same contrary to the trust and confidence in them placed; or shall, being in the service of their masters or mistresses, embezzle the same caskets, jewels, money, goods, or chattels, or any part thereof, without the assent of such master or mistress, or otherwise convert the same to their own use with like intent to steal, that then, if such caskets, jewels, money, goods, or chattels, be of the value of 40s. or upwards, the said false, fraudulent, or untrue act of the servant shall henceforth be deemed and adjudged felony (a). The said act not to extend to apprentices, or to any persons under the age of 18 years, who are to remain as before the passing thereof (b).

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(a) The felony by this statute is *within benefit of clergy*, but the reader is to be apprized that by 12 Ann. stat. 1. c. 7. it is enacted, that *whosoever* shall feloniously steal money or goods to the value of 40s. or more, in any dwelling-house, or out-house thereto belonging, or shall assist or aid therein, *shall be debarred from benefit of clergy*. The act not to extend to apprentices under the age of fifteen, who shall rob their masters.

(b) And therefore, though the statute exempts an apprentice or servant under the age of 18 years from the



On this statute it has been held,

1. That it extends to such persons only as were servants to the owners of the goods, both at the time they were committed to their care, and also at the time of their being stolen. 1 *Hawk. P. C.* 92.

2. That it extends to such goods only as were expressly delivered to the servant to keep, &c. and that therefore a servant who embezzles rents, or other money, or who being entrusted to sell goods, departs with the money, is not within the statute. *Dyer*, 5 *pl.* 2. 3 *Inst.* 105. 1 *Hawk. P. C.* 92.

But it has likewise been held, that if a servant to whom goods are delivered to keep, receive them from the wife of his master, or from another servant, it is as much felony as if he had them from his master's own hands; for a delivery by the order of the master is the same as a delivery by the master. 4 *Bac. Abr.* 590. 1 *Hale*, C. 668.

3. That it does not extend to the taking of any thing of which the actual property is not in the master at the time. See *Dalt.* chap. 102. *Crompt.* 50. 1 *Hawk. P. C.* 92.

4. That the statute does not extend to the wasting or consuming of goods, however wilfully it may be done: nor to the embezzlement of a bond or any other chose in action. 1 *Hawk. P. C.* 92.

And by 15 *Geo.* 2. chap. 12. any officer or servant of the Bank of England, secreting or embezzling any note, bill, dividend, warrant, bond, deed, or any security or effects of the said company, he shall suffer death without benefit of clergy.

And by 5 *Geo.* 3. c. 35. and 7 *ibid.* c. 50. if any persons employed in any business relating to the post-office, shall secrete, embezzle, or destroy any letter, packet, or bag of letters containing a note, bill, draft, or other security for money, or shall steal or take any such out of any letter or packet, he shall suffer death without benefit of clergy. And see further relative to embezzlement by manufacturers, *post.* chap. iii. sec. vi.

And indeed it seems that in every case the judges now determine, that the property delivered by a master into

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charge of felony by this act, viz. where goods, &c. are delivered to him, yet it still leaves him open to any felony at common law, the same as if he were not exempted here. See 1 *Hale*, H. C. L. 668.

Construction of  
21 Hen. 8. c. 7.

**SERVANTS.** the custody of his servant, is to be considered as remaining in the master's possession, and if embezzled by the servant, or converted to his use, he is guilty of felony; and when servants are convicted of robbing their masters, as the security of families so much depends upon their honesty, and as the violation of the confidence reposed in them is a high aggravation of the crime, they are now always punished with the utmost rigour that the law admits. 4 *Blac. Com.* 230. n. (3).

#### V. *Of the giving false Characters with Servants.*

To check the pernicious practice of giving false characters with servants, which has frequently proved of the most serious consequence to families, it is enacted by 32 Geo. 3. chap. 56. that if any person shall falsely personate any master or mistress, or the executor, administrator, wife, relation, housekeeper, steward, agent, or servant of any such master or mistress, and shall either personally, or in writing, give any false, forged, or counterfeited character to any person offering him or herself to be hired as a servant, into the service of any person;

Or if any person shall pretend or assert in writing, that any servant had been hired for any period of time, or in any station other than the true one; or that any servant was discharged or left his service at any other time than the true one, or that such servant had not been hired in any previous service, contrary to the truth;

Or if any person shall offer him or herself for a servant, pretending to have served in any service contrary to the truth, or with a false, forged, or counterfeited certificate of character, or shall in any wise add to or alter, efface, or erase any word, date, matter, or thing, in any certificate given to him by a former master, or person by him authorized to give the same; or having before been in service, shall pretend not to have been in any previous service;

Such persons so offending and convicted thereof by the oath of one witness, (and the informer shall be deemed a good witness) before two justices, shall forfeit 20l. one half to go to the person informing. and the other half to the poor of the parish, or committed to the house of correction for not less than one month, nor more than six, or until the penalty be paid.

And in order to encourage servants, acting in this



ricked combination, to inform against each other, it is **SERVANTS.**  
 by the same statute provided, that if any servant, who  
 shall have been guilty of any of the said offences, shall  
 before information lodged against him, inform against any  
 other concerned with him in any offence against this act,  
 he shall be indemnified from the aforesaid penalties.

And moreover, it has been determined by Mansfield,  
 Ch. J. that if a person knowingly gives a false character  
 of any servant, he shall be liable to the amount of the  
 loss that another may sustain in consequence of having  
 taken him upon such character. *Sit. Trin. Term, 1792.*

And no action of defamation will lie against a master  
 for words spoken, or a letter written by him, in giving a  
 character of his servant, unless the servant can prove that  
 such character was not only false but malicious. *1 Term*  
*Rep. 110.*

If however a bad character be given of a servant with-  
 out just cause, and purely to defame, it is a just ground  
 for an action. *Bul. Ni. Pri. 8.*

## CHAP. II.

### OF APPRENTICES.

**A**N apprentice is one who is bound by indenture for  
 a certain term of years to another, in order to be  
 taught the mysteries of his trade or profession.

For the greater perspicuity in treating of so extensive  
 and important a branch of our subject as that of appren-  
 tices, we shall distribute our matter into several distinct  
 heads, and consider

I. To what trades the necessity of serving an appren-  
 ticeship extends.

II. What persons are capable of binding themselves  
 apprentice; and who are compellable to be bound ap-  
 prentice.

III. Who are permitted to take apprentices; and who  
 are compellable to take them.

IV. The mode of binding an apprentice; and the in-  
 rollment and duties of indentures of apprenticeship.

## APPRENTICES.

V. The interest which a master has in the service of his apprentice, and the authority he may exercise over him.

VI. Of misbehaviour in apprentices, and misconduct in their masters.

VII. Of turning over, or assigning apprentices to other masters; and

VIII. Of the death of the master, or his becoming bankrupt, before the expiration of the apprentice's term.

I. *Of the Necessity of serving an Apprenticeship as a Qualification to practise a Trade or Profession.*

The necessity of serving an apprenticeship to trades.

At the common law, every person was at liberty to follow whatever trade or profession he chose, without any previous tuition or apprenticeship; but this being found very mischievous and detrimental to the public by frequently inducing people to exercise trades in which they had little or no experience or skill; and with a view of bringing up young persons in the habits of application and industry, 11 Co. 54. 2 Bulf. 191. It is enacted by Eliz. c. 4. that it shall not be lawful for any person or persons other than such as then did lawfully exercise any art, mystery, or manual occupation, to set up, use, or exercise any craft, mystery, or manual occupation then used within the realm of England or Wales, except he shall have been brought up therein seven years at the least, as an apprentice, according to that statute: or else having served as an apprentice as aforesaid, shall become a journeyman, or hired by the year, upon fine that every person wilfully offending shall forfeit 40s. per month half to the king, and half to the prosecutor.

But by 6 and 7 Will. chap. 17. it is provided, that any apprentice who shall discover two offenders guilty of coining, so as that they may be convicted, he shall be deemed a freeman, and exercise his trade without molestation, as if he had served his full time.

And by 3 Geo. 3. chap. 8. it is enacted, that any officer, mariner, or soldier, who has been employed in his majesty's service, and not deserted, may lawfully exercise any trade he may be fit for, without serving an apprenticeship thereto.

In expounding the statute of 5 Eliz. we shall consider,

1. What the trades are to which it extends. 2. What



# MASTERS and SERVANTS.

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part of following is intended by the statute. 3. What kind of service is deemed sufficient within the said act.

## APPRENTICES.

1. The trades enumerated in the above statute, are

those of an

Arrow-head maker

Baker

Bowyer

Brewer

Bricklayer

Brickmaker

Burners of lime, and of  
coal and wood ashes

Butcher

Capper

Carpenter

Clothier

Clothmaker

Clothworker

Cook

Cooper

Currier

Cutler

Draper

Dyer

Earthen Potter

Farrier

Feltmaker

Fletcher

Fuller

Glover

Goldsmith

Hatmaker

Hellier

Hosier

Imbroiderer

Ironmonger

Limeburner

Linen-weaver

Mason (rough)

Mercer

Merchant

Miller

Millwright

Pewterer

Plasterer

Ploughwright

Sadler

Sawyer

Sheerman

Shingler

Shoemaker

Slater

Smith

Spurrier

Tanner

Taylor

Thatcher

Tile maker

Tucker (i. e. Turner)

Weaver (of linen and

woollen cloth)

Wheelwright

The trades to  
which the  
statute extends.

But it has been determined that there are many trades within the equity and general verds of the statute, besides those particularly specified. 1 *Salk.* 61. though it must be the trade which was exercised at or prior to the passing of the act. *Palm.* 528. 1 *Sid.* 175. and not any art or mystery since invented. 1 *Rol. Rep.* 10. 1 *Vent.* 526, 546. see 1 *Str.* 663. 2 *Ld. Raym.* 1410.

And this being a penal law, in derogation of the common law, and in restraint of that free and unlimited right which every man naturally has to exercise whatever trade he pleases, the courts have in prosecutions on this statute,

# APPRENTICES.

Sailcloth-maker.

Silk-thrower.

Attornies, &c.

2. What sort of following is within the statute.

always leaned as much as they could, in favour of the defendant; and it has been adjudged that it extends to such trades, &c. only, as require skill and experience (the matter to be determined by the jury) the words of the statute being *craft or mystery*, 8 Co. 190. and that therefore a merchant, husbandman, gardener, &c. are not within the statute, nor a hempdresser (a). Cro. Car. 499.

But it is clearly agreed that the trades of a brewer, baker, or cook, are within the statute, as unskilfulness therein might be very injurious to the lives and health of his majesty's subjects; but a man may exercise any of them in his own house for the convenience of his family &c. 11 Co. 54. Hob. 183, 211.

And by 1 Jac. 1. chap. 24. no person shall exercise the trade of a sailclothmaker, without having served an apprenticeship of 7 years, on pain of forfeiting 20s. per month.

Nor by 13 and 14 Car. 2. chap. 15. the trade of a silk-thrower, on pain of 40s. per month.

Further, by 2 Geo. 3. chap. 23. no person shall act as an attorney or solicitor, until he has served a clerkship of 5 years to the profession, and see *post*. p. 20.

2. As to what shall be deemed a following within the statute.

It is held that the following a trade within the intent of this statute, must be with a view to get a livelihood by it, and that therefore the using the trade of a brewer, baker, cook, taylor, and the like, in a private family, is no infringement upon the statute. 11 Co. 24. Hob. 183.

But in a case where the defendant being a Turkey merchant, exported woollen manufactures, and employed clothiers (who had served their apprenticeship) to work in his own house, and dyers to dye his cloths; he was held to be within the statute, though the cloth was made for his own merchandize only, and by persons properly qualified; for in this case it was said, they were hireling servants, and not traders, he being the trader who received the profits: and these cloths were not confined to the use

(a) In 2 Bulf. 190. it is said to have been adjudged that an upholsterer is not within the statute, but this was afterwards denied to be law. 2 Lev. 243. 1 Sid. 36. It has also been doubted, whether a huckster, or apple-monger, or a costermonger, or fruiterer, are within the statute. See 2 Bulf. 190. 2 Lev. 206. 1 Vent. 326. 34



the defendant's family, but employed in commerce ; and whether they were vended in England or in Turkey, was immaterial. 2 Salk. 610.

And if a coachmaker keeps wheelwrights to make his wheels, curriers to dress his leather, &c. it is against the statute, for it is the coachmaker who receives the profits of the several trades, and the workmen are but his servants. Carth. 163.

And so where a man kept journeymen shoemakers to make shoes for exportation, it was resolved to be exercising the trade of a shoemaker within the statute. Ibid. 164.

But it has been adjudged that the mere entering into partnership with a tradesman and sharing the profits, and standing the risks without personally interfering in the business, is not within the statute. 1 Bur. 2.

Nor is a journeyman, who is not a tradesman, but a servant ; the act was meant to prevent masters only from setting up trades without being qualified by a previous apprenticeship, or from employing others without such qualification, but was never intended to extend to servants or journeymen employed in the trade. 4 Bur. 2450.

The statute does not restrain a man from exercising as many trades together as he pleases, so that he has served apprenticeship to them all, or otherwise exercised them for the term of 7 years. Carth. 163.

Therefore, when one who had been apprentice to, and for some time followed the trade of a glazier, afterwards exercised the trade of a carpenter for the space of 9 years, it was objected, that, being originally bred up to the trade of a glazier he could not follow two trades, both glazier and carpenter ; but by the court there is no law at this day against one man's following several trades ; and without the least doubt, a man may follow twenty trades if he has worked at or followed each trade seven years. 2 Wils. 168.

It was formerly doubted whether the statute extended to villages in the country (see 3 Bac. Abr. 553.) and in Ball v. Cobus, 1 Bur. 367. it was moved that the information might be quashed, on the ground that the act was intended for the benefit of corporations only, and extended to no place less than a city, market town, or corporation ; but per *Ld. Mansfield*, there is nothing in the act to restrain it to a city, market town, or corporation : and per *Foster, J.*

## APPRENTICES.

3. What is deemed a sufficient service.

many trades are carried on entirely in villages, particularly the cloth trade in Yorkshire.

3. What is deemed a sufficient service within the statute.

It is not necessary that a person should have been actually bound apprentice in order to qualify him to set up a trade, for it has been held that the following or working at a trade for the term of 7 years, is a sufficient qualification within the intent of the statute. 1 *Salk.* 67. 2 *Ibid.* 613.

And so where in an action brought upon this statute, it appeared that the defendant had for 7 years and upward been employed by his father in the trade, but had never been bound apprentice, he was adjudged sufficiently qualified within the statute. *Carth.* 163.

And therefore, also, a wife who has lived with her husband in the business for a term of 7 years, may continue to carry on the trade after his death, and likewise a second husband of such woman, having been married to her for seven years, may go on with the trade after her decease. *Ibid.* and *Ca. Law and Eq.* 70. *Bul. Ni. Pri.* 139.

And where a person has been employed seven years in a trade without exercising it, it matters not whether the person with whom he has so lived have a right to exercise the trade or not, for all that is requisite is, that he be employed in it for a term of 7 years. *Ibid.*

And such service or employment need not have been within the realm, it may have been partly in England and partly elsewhere, or wholly elsewhere. 3 *Keb.* 550. *Ca. Law and Eq.* 70. 1 *Salk.* 67.

Attornies, &c.

And in respect to articted clerks to attornies or solicitors, it is enacted, 22 *Geo.* 2. chap. 46. that they shall during the whole time of service specified in the contract (which by 2 *Geo.* 3. chap. 23. shall be for the space of 5 years at the least, see ante p. 18.) continue and be actually employed by such attorney or solicitor, or his agent, in the proper business of an attorney or solicitor and see 1 *Bur.* 291.

And by a rule of the Court of *King's Bench*, *Trin. Term.* 31 *Geo.* 3. no clerk shall serve the agent of such attorney longer than during one year of his clerkship, see 1 *Term Rep.* 379.

And on the construction of the above stat. of 22 *Geo.* 3. it has been determined, that the act must be strictly and rigidly complied with; and therefore, if he serve but



small portion of his time with another attorney or solicitor, and that with the express consent of his master, it is not sufficient serving under the statute. 7 Term Rep. 456.

APPRENTICES.

I. What Persons are capable of binding themselves Apprentice, and what Persons are compellable to be bound.

1. Who may bind himself apprentice.

Any person, even an infant, under the age of 21 years, may bind himself apprentice, till he complete that age, it being a contract for benefit. Bur. Set. Ca. 770. 6 Term Rep. 558.

1. Persons capable of binding themselves apprentice.

Yet by the common law, persons under the age of 21 years cannot bind themselves in such a manner as to entitle their master to an action for breach of the articles, or for departing his service, which makes it proper, according to the usual practice, for the father or some other friend of the apprentice, to engage for the faithful discharge of his duty for the term agreed upon. 11 Co. 89. 3 Bac. Abr. 547.

Unless by the custom of London, where an infant, unmarried, and above the age of 14 years, may bind himself apprentice to a freeman of London by indenture and covenants, which will be as binding as if he were of full age. Moor 134. 1 Mod. 271. 2 Bulst. 102.

On account of the inconvenience arising from infants not being at common law bound by their indentures, the act of 5 Eliz. chap. 4. provides that all persons who shall hereafter be bound by indenture to serve as an apprentice, in any art, science, occupation, or labour, although he shall be within the age of 21 years at the time of entering into such apprenticeship, shall nevertheless be obliged to serve for the term in said indentures specified, as amply and largely, to every intent, as if the same apprentices were of full age at the time of making such indentures.

But notwithstanding this statute, it has been adjudged that, no action of covenant is maintainable against an apprentice for leaving his master's service without leave, for though an infant under 21 may bind himself an apprentice, and by continuing such for 7 years is qualified to follow his trade, yet, neither by this statute, nor by the common law, will a covenant or obligation bind him so as to subject him to an action. Cro. Car. 179. Cro. Jac. 494.

If, however, the father or other friend of the apprentice, is made a party to the indenture, the master may have an action of covenant against such person for any breach

# APPRENTICES.

of the articles by the apprentice. 8 Mod. 191. 2 Doug. 518.

But though an infant apprentice is not bound by his indenture so as to have an action brought against him, yet it has been held that he may be compelled (under this statute it is presumed) to continue his service till the expiration of his term, so that it do not extend beyond the age of 21 years; for when an apprentice ran away from his master for the purpose of avoiding his indenture on the ground of its having been entered into during his minority, he was remanded back by the court of King's Bench, on appeal from the justices. *Cald. 26. and see Bur. Set. Ca. 441. 6 Term Rep. 558.*

In a later case, however, it was clearly held that infants cannot be bound by their indentures beyond the age of 21 years, but may dissent from them, when they arrive at that age; for per *Kenyon, C. J.* every indenture of an infant is void at his election; and in such cases the master must trust to the covenant of those who engage for the infant. *5 Term Rep. 715. 6 Ibid. 715.* This observation, however, is not, it is apprehended, to be understood to apply to the case of infants during their minority, for though they may avoid their indenture upon attaining the age of 21 years, even though their term be not expired, yet such indentures are not voidable by them before that age. See *Bur. Set. Ca. 441. 6 Term Rep. 558.*

And the mere act of leaving the master even after the age of 21 years, it has been determined is not of itself an avoidance of the indentures without any other indication of such intention. *6 Term Rep. 652.*

## 2. Persons compellable to be bound apprentice.

### 2. Who are compellable to be bound apprentice.

By the beforementioned statute of 5 Eliz. chap. 4. it is also further enacted that every person under the age of 21 years, who shall be required by any householder using half plough land in tillage, to be an apprentice in husbandry or other art or mystery, or science, before expressed, shall be compellable thereto, and if he refuse, upon complaint of such householder made to the justice, or to the mayor, bailiff, or head officer; and such justice, &c. shall think the person meet to serve, he may be committed unto ward, there to remain until he be contented, and will be bound to serve as an apprentice.

And by 43 Eliz. chap. 2. it shall be lawful for the churchwardens and overseers of the poor by the assent of



no justices, to bind such poor children, whose parents they shall judge not able to maintain them, apprentices, where they shall see convenient, till such child, being a boy (by 18 Geo. 3. chap. 47), shall attain the age of 21 years; and being a girl, till that age, or marriage; and the same shall be as binding and effectual to every purpose, as if such child were of full age, and by indenture of covenant bound him or herself (a).

APPRENTICES.

II. *Who are allowed to take Apprentices, and what number, and who are compellable to take them.*

1. Who may take apprentices.

By 5 Eliz. chap. 4. sec. 25. it is provided, for the benefit and encouragement of husbandry, that every householder using half a plough land (b) in tillage, may take as an apprentice, by indenture, any person between the age of 10 and 18 years, to serve in husbandry, until such person be of the age of 21 years at the least, or of 24 years, if the parties shall so agree.

1. Who allowed to take apprentices.

Husbandmen.

And by the same act, sec. 26. it is further provided, that every householder being of the age of 24 years, dwelling in any city, town, corporation, or market town, and using any art, mystery, or manual occupation there, may take the child of any freeman, (not occupying husbandry, nor being a labourer), and inhabiting in any such city, town, corporation, or market town, to serve and be bound as an apprentice, after the custom of London, for seven years at the least, so that the term of such apprentice do not expire before he be of the age of 24 years.

Tradesmen in cities and towns.

And further, sec. 30. it shall be lawful for any smith, wheelwright, ploughwright, millwright, carpenter, rough-mason, plaisterer, sawyer, limeburner, brickmaker, bricklayer, tiler, flater, helier, tilemaker, linenweaver, turner, cooper, miller, earthen-potter, woollen-weaver, (weaving housewives, or woollen cloth only), fuller,

Tradesmen in other places.

(a) For the office and authority of churchwardens and overseers of the poor, to bind out poor apprentices, see that division of our "LAW SELECTIONS," which is entitled the "LAWS RESPECTING PARISH MATTERS."

(b) A plough land is the same as a hide of land, it contains no certain quantity, but in respect of repairing the highways it was by 7 & 8 Will. 3. chap. 29. settled at 50l. per ann.

**APPRENTICES.**

burner of oar and wood-ashes, thatcher, or shingler, *wheresoever he shall dwell*, to take the son of *any person* as an apprentice.

And all persons, of *whatever trade*, seem now to be allowed the like privilege.

All indentures, covenants, promises, and bargains for taking or keeping of apprentices contrary to the said act, are declared to be void (*a*), and the offender to forfeit *10l.* half to the king, and half to the prosecutor; or if a corporation, then according to the charter. But, the said act shall in no wise extend to or control the cities of London or Norwich.

**Seamen.**

And by 5 Eliz. chap. 5. every owner of a ship or vessel, and every householder exercising the trade of the seas, by fishing or otherwise, and every gunner, or cannoneer, and every shipwright, are allowed to take apprentices for the term of ten years, or under, and such apprentices, being above the age of 7 years, shall be bound by their covenants, as by the custom of *London*, so that the articles of apprenticeship are by indenture and duly enrolled.

Also by 1 Jac. 1. chap. 25. sec. 21. *Ibid.* chap. 28. and 3 Car. 1. chap. 4. all persons to whom the overseers of the poor shall, agreeably to 43 Eliz. bind any children apprentices, may take and keep them as apprentices.

**Attornies, &c.**

Attornies and solicitors of his majesty's courts are also allowed to take apprentices, (which as being chiefly employed in writing, are usually called *articled clerks*).

But by 22 Geo. 2. chap. 46. No attorney or solicitor shall retain any clerk by contract in writing after he has discontinued business, nor during such time as he shall not actually practise as an attorney or solicitor.

Nor by rule of C. K. B. *Trin. Term.* 31 Geo. 3. shall any attorney or solicitor employed as a writer or clerk by any other attorney or solicitor, take or have

(*a*) The statute of 5 Eliz. appearing to favor husbandry, corporations, and particular trades, more than the public at large, or trade and manufactures in general, every latitude has been allowed in the construction of it which could safely be admitted; and on this part of the statute it has been held that indentures made contrary to the act, are not absolutely void, but only voidable by the parties themselves, if they chuse to take advantage of the irregularity. *Bur. Set. Ca.* 91.



During such employ any clerk under articles. See *Term Rep.* 379.

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2. The number of apprentices allowed to be kept at one time.

2. Number of apprentices.

By 1 Jac. 1. chap. 17. sec. 3. 5. it is provided, that no *hatmaker* shall have above *two* apprentices at one time, nor those for any less term than 7 years, on pain of 5*l.* a month, half to the king, and half to the prosecutor; the said act not to extend to a man's own son, in his own house, so as he be bound by indenture for 7 years, and his term do not expire before he be twenty-two years of age.

And by 13 and 14 Car. 2. chap. 5. sec. 18. no *weaver* of stuffs in *Norfolk* and *Norwich* shall have above *two* apprentices, in the said trade, on pain of 5*l.* a month to the king.

But clothmakers, fullers, sheermen, weavers, taylors, and shoemakers, it should seem may each have *three* apprentices at one time, for by 5 Eliz. chap. 4. sec. 45. it is enacted that every such person having *three* apprentices, shall keep one journeyman, and also one other journeyman for every other apprentice above three, on penalty of 10*l.*

And by 17 Geo. 3. chap. 55. every master hatmaker shall employ one journeyman for every apprentice, and in default thereof shall be disabled from taking more than *two* apprentices.

And by 28 Geo. 3. chap. 48. no *chimney-sweeper* shall have more than *six* apprentices at one time on forfeiture of not more than 10*l.* nor less than 5*l.*

And by 2 Geo. 2. chap. 23. no *attorney* or *solicitor*, shall have more than *two* articulated clerks at one time, except the *prothonotaries* of the courts of common pleas, and of the counties palatine, and great sessions in Wales, and *secondaries* of the court of King's Bench, who may have *three* such clerks.

Attornies, &c.

But a bye-law made by a company in a corporation to restrain the number of apprentices to be taken by any of the members, it has been held is void, as being in restraint of trade. 7 *Term Rep.* 543.

3. Who are compellable to take apprentices.  
We have seen that by 43 Eliz. chap. 2. churchwardens and overseers of the poor are authorized by the assent of two justices, to bind out poor children as apprentices, and as they may put them out, those to whom they are put may consequently be compelled to receive them. *Salk.* 67.

3. Whocompelle-  
able to take  
apprentices.

# APPRENTICES.

And by 8 and 9 Will. 3. chap. 30. where any poor children shall be appointed to be bound apprentice, pursuant to the act of 43 Eliz. the person to whom they are so appointed shall receive and provide for them according to the indenture, and on refusing so to do, he shall forfeit 10l. to be levied by distress and sale,—with liberty of appeal to the quarter sessions.

And by 20 Geo. 3. chap. 36. it is enacted, that the persons to whom any poor children shall be appointed to be bound apprentice in pursuance of any act made for the relief of the poor, in *any particular incorporated hundreds, or districts*, such persons shall be compellable to receive and provide for such children according to the indentures executed by the directors or acting guardians of the poor of those places, *in like manner* as persons are obliged to receive and provide for poor children appointed there by churchwardens and overseers, under a like penalty of 10l.

On these statutes it has been determined (notwithstanding a clause in the latter that it shall not extend to any but inhabitants and occupiers of land in the parish) that though a person is not resident in the parish, yet, if he occupy lands in the parish, he is compellable to receive a parish apprentice; for, by *Kenyon, C. J.* the general object of these acts is to compel all those who have any property in the parish to contribute their due proportion towards the maintenance of the poor; and the receiving apprentices is one mode of doing this. 3 *Term Rep.* 107. *Ibid.* 523.

And where several persons hold land in partnership, some of whom actually reside upon and occupy it, and others reside at a distance in another parish; the latter as well as the former are compellable to take parish apprentices if in other respects they are fit persons to take them. 7 *Term Rep.* 33.

Also by 2 and 3 Ann. chap. 16. sec. 8. all masters and owners of ships of from 30 to 50 tons burthen shall be obliged to take one parish apprentice, and one more for the next 50 tons, and one more for every one hundred tons which such ship shall exceed the burden of 100 tons; and such master or owner refusing to take such apprentice shall forfeit 10l. for the use of the poor of the parish.

But no master shall be obliged to take any such apprentice under the age of 13 years, or who shall not ap-



near to be fitly qualified, both as to health and strength of body for the purpose.

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IV. *Of the Manner of binding Apprentices (a); and the Enrollment, and Duty of the Indentures.*

1. As to the manner of binding apprentices.

Having seen to what trades an apprenticeship must be served, who may bind themselves, and who may take apprentices, we now proceed to shew in what manner an apprentice is to be bound.

And this must be (as directed by stat. 4 Eliz. chap. 4.) by indenture, that is by writing indented, or cut in a waiving line at the top, or side; and in the indenture he must be expressly mentioned as an *apprentice*, or else he is not, in law, an apprentice, though he be otherwise regularly bound. 1 *Seff. Cases*. 222. 284. *Bur. Set. Ca.* 272. 290. (except by 31 Geo. 2. chap. 11. so far as to enable him to gain a settlement). And as he must be retained by deed, so he cannot, it is said, be discharged but by deed. 2 *Ld. Raym.* 1117.

And it is further necessary that the apprentice be himself a party to, and sign the indenture, as was determined 1 *Salk.* 479. Though it does not seem to be absolutely necessary that the *master* should sign the indentures. *Cald. Ca.* 31. This however, if not absolutely necessary, is in every respect extremely proper.

The indenture must also by 8 Ann. chap. 9. bear date on the day it is executed, and the money or other thing given or contracted for with an apprentice, must be inserted in words at length, otherwise the master shall forfeit double the value of the sum given.

And before an indenture of apprenticeship is given in evidence, the party on whose behalf it is produced, is required to make oath to the best of his knowledge, the sum inserted therein was really and truly all that was either directly or indirectly given or to be given with such apprentice. *Ibid.* sec. 43.

And in respect to apprentices to the sea service, it is *Sea service.*

(a) As to the mode of binding *parish* apprentices by churchwardens and overseers, and the regulations respecting them; see the division of our work, entitled, "THE LAWS RESPECTING PARISH MATTERS."

1. The manner of binding an apprentice.

# APPRENTICES.

Chimney sweep-  
ers.

required by 2d and 3d Ann. chap. 6. that a counterpart of the indentures of such apprentices turned over to the sea service under 43 Eliz. chap. 2. shall be attested by the collector at the port where such apprentice shall be bound or turned over, and also by the constable or other officer bringing such apprentice.

And in regard to boys bound by any parish to the trade of a chimney-sweeper under 28 Geo. 3. chap. 48. It is enacted that his age shall be inserted in the indenture from the parish register, and the same shall be attested by the minister, and if such register cannot be had the age shall be inserted by a justice from the best information that can be got.

And further that the name and place of abode of the master of such apprentices, shall be marked upon a brass plate in the front of a leathern cap of the apprentice, under penalty of not less than 5l. nor more than 10l.

It would be unnecessary to say that the master must be of the age of 21 years, only for the sake of observing that though he be under that age, yet it has been determined that the indentures shall not, on that account, be absolutely void, but only voidable at the instance of the parties, and the apprentice shall, if he serve his time, be nevertheless entitled to the benefit of his apprenticeship. 4 Term Rep. 198.

3. Enrollment,  
&c. of inden-  
tures.

## 2. Enrollment of the indentures.

By the custom of London, and of some other places, it is necessary that indentures of apprenticeship should be enrolled. In London, if they be not enrolled before the chamberlain within one year after the execution, and the omission were by the fault of the master, the apprentice may sue out his indentures and be discharged; but not if it were from his own fault, as, if he would not present himself before the chamberlain, for the indenture cannot be enrolled unless the apprentice acknowledge it in court. 2 Roll. Abr. 405. 1 Mod. 271.

Sea service.

And by 2 and 3 Ann. chap. 6. registers are required to be kept by the collector of the customs of every sea-port, of the names of all apprentices in ships belonging to such port, and the parish from which they were sent. And a copy thereof transmitted to the quarter sessions, or to such parish when required, on penalty of 5l.

And by the same act, every custom-house officer shall insert in their cocquets (without fee) the names and ages of



every apprentice going out in any ship; and also the dates of his indenture.

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3. The duties upon indentures of apprenticeship.

By the several acts of parliament relative to the stamp duties, it is enacted, that all indentures of apprenticeship (except of parish apprentices) shall be impressed with the stamp of a duty amounting to 7s. and without such stamp the same shall not be admitted as evidence of the binding in any court of justice.

3. Duty on indentures.

But indentures of parish, or of charity children, shall be stamped with a *sixpenny* stamp only.

Parish apprentices.

And besides the above stamp duty it is provided by 8 Ann. chap. 9. that the duty of 6d. in the pound shall be paid for every sum of 50l. or less, and *one shilling* per pound for every sum above 50l. given with an apprentice, and proportionally for greater or less sums; the same to be paid by the master; and if any thing not being money be given with an apprentice, the duty shall be estimated by the value of the thing so given or contracted for (*a*).

Duty on the premium.

And it is incumbent on the master to see that the indenture is properly stamped, (as well as that the premium is inserted in the indenture) for otherwise, he cannot support an action for the premium, should it be neglected to be paid. 7 Term Rep. 121.

The said duties, however, are not to extend to any apprentice put out at the common charge of the parish, or at the expence of any public charity (*b*).

Parish apprentices.

And the said indentures of apprenticeship, if executed within the bills of mortality, must be taken to the head

(*a*) It was long a contested and doubtful question under this clause of the act, whether the covenant of the apprentice's parent or friend to provide him with cloaths, &c. was not liable to valuation and payment of the duty, and the officers of the stamp office used to claim the duty upon such covenant, till it was determined, Trin. Term, 32. of the present reign, that no duty was payable in respect of covenants for cloaths or maintenance. See 4 Term Rep. 732.

(*b*) And though the binding be voluntary, and not compulsory under 43 Eliz. chap. 2. if the money be paid at the public charge of the parish, or charity, it is not liable to the duty. 4 Term Rep. 196.

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stamp-office (now in *Somerſet-houſe* in the Strand), to be impreſſed with a ſtamp for that purpoſe, and the aforeſaid duties paid, within one month after the date of the indentures; and if executed elſewhere then the ſaid indentures are to be taken either to the ſaid head-office, or to a collector of the ſtamp-duties, out of the ſaid limits within two months after date, and the duties thereon paid; and the collector is to indorſe thereon a receipt for the duties in words at length; and if it be within 50 miles of the bills of mortality, the ſaid indentures ſhall be taken to the head office, to be ſtamped as aforeſaid within 3 months after date; and if above 50 miles, then within 6 months, otherwiſe the indentures ſhall be void and not available to any purpoſe whatſoever. And ſee *ſtra.* 903.

Penalty for neglect of payment,

And by 9 Ann. chap. 21. if the maſter ſhall neglect to pay the duty within the time limited, he ſhall forfeit 50l. half to the king, and half, with full coſts of ſuit, to him who ſhall ſue for the ſame. And, further, by 11 Geo. 2. chap. 22, if the ſaid duties and penalties ſhall be neglected to be paid as aforeſaid, he ſhall beſides all other penalties forfeit double the ſaid duties.

And by 20 Geo. 2. chap. 45. if after the maſter has forfeited the double duty, the apprentice ſhall, in the preſence of one witneſs, or in writing under his hand ſigned in the preſence of one witneſs, require his maſter to pay the ſame, and he ſhall not do it within 3 months, and ſuch apprentice ſhall, either before or within 2 years after the determination of his apprenticeship, pay ſuch duty, he may, within 3 months after ſuch payment, demand of his maſter double the ſum contracted for in his indenture, and may recover the ſame, unleſs paid within 3 months, by action at law. And if the time of ſuch apprentice ſhall not have expired when he ſhall pay ſuch duties, he ſhall (if he ſignify a deſire thereof to his maſter in writing under his hand) be diſcharged from his apprenticeship, and have the ſame benefit of the time he may have ſerved, as if he were aſſigned or turned over to a new maſter.

Alſo where any proſecution ſhall be commenced againſt the maſter for the above penalties, and the apprentice ſhall pay the double duty at any time within 2 years after the expiration of his apprenticeship, his indenture ſhall be valid, and may be given in evidence.



But by the same act, sec. 5. it is provided, that if any master having forfeited the double duty, shall pay the same, and tender the indenture to be stamped within 2 years after the determination of the apprenticeship, and before suit commenced for the penalties, the indenture shall be valid, and the penalties discharged (a).

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And further it is enacted by 34 Geo. 3. chap. 14. sec. 1. that there shall be paid on every contract whereby any person shall become bound to serve as a clerk, in order to his admission as a solicitor, or attorney, in any of the courts at *Westminster*, the sum of 100l. and in any of the courts of great sessions in *Wales*, or counties palatine of *Chester*, *Lancaster*, or *Durham*, or any court of record in *England*, (other than the courts at *Westminster*) holding pleas to the amount of 40s. the sum of 50l.

Articles of clerkship.

V. *Concerning the Interest which a Master has in the Service of his Apprentice; and the Authority he may exercise over him.*

1. The interest a master has in the service of his apprentice.

1. The interest a master has in the service of his apprentice.

The master has a right to the labour of his apprentice during the whole term of his apprenticeship, and therefore by 6 Geo. 3. chap. 25. it is provided, that if any apprentice, (with whom a sum less than 10l. was given as a premium) shall absent himself from his master's service before the term of his apprenticeship shall be expired, such apprentice shall, whenever he can be found, (unless it be 7 years since the term of his apprenticeship has expired) be compelled to return to and serve his master for so long a time as he shall have absented himself, unless he shall make such satisfaction to his master, for the loss sustained by his absence, as a justice shall order; and so from time to time as often as any such apprentice shall without leave absent himself before the term of his contract be completed; and in case such apprentice shall refuse to

(a) After noticing these numerous and heavy penalties, it is fit we should apprise the reader that an indemnity act is usually passed annually for the relief of persons who have omitted to comply with the requisitions of this and other penal acts of the like nature, provided they pay double duties, and in other respects comply with the act within a time therein specified.

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serve, or to make satisfaction, he may be committed to a house of correction for a time not exceeding 3 months.

But the said act not to lessen the jurisdiction of the chamberlain of the city of London, or any court within the said city.

And from the interest a master has in the service of his apprentice, he may maintain an action against any one who may disable him by an assault or other means. 4 *Bac. Abr.* 593.

As he also may against any one who may entice him away from his service. *Ibid.* and 6 *Term Rep.* 497.

Whatever an apprentice may acquire before the expiration of his apprenticeship will also be the property of his master.

Therefore, where the widow of a waterman took an apprentice, who went to sea and earned two tickets; the tickets were adjudged to his mistress; for it was said that whatever the apprentice gained, he gained to his master, and whether he was legally apprenticed or not, was immaterial, for it was enough if he was so in fact. 1 *Salk.* 68.

And it is a common case for masters to recover the wages earned by runaway apprentices at sea, from the parents or others who receive such wages. 4 *Bac. Abr.* 583.

And in a case of singular hardship on the apprentice, the same rule of law was recognized by *Ld. Hardwicke*, 1 *Vez.* 83. In the case alluded to, the apprentice quitted his master's service against his consent, and went on board a privateer, which afterwards took a prize of which the apprentice's share was 1200*l.* which sum the master claimed, and upon a bill filed by the apprentice, his lordship said, that in general, the master was entitled to all the apprentice might earn, and consequently when he runs away and goes to a different business, the master is entitled at law to all his earnings, and in this case there is nothing in equity to relieve. But he said he would send the case to be tried at law, unless the parties would agree to compound the matter, which he recommended to them, and thought, as the boy's share of the prize amounted to so considerable a sum, the balance ought to be in his favour.

2. The authority a master has over his apprentice.

2. The authority a master may exercise over his apprentice.

A master may correct and punish his apprentice in a reasonable manner, for abusive language, neglect of duty, or



other default; but he cannot justify maiming or wounding him for any cause; nor can he delegate the power of chastising him to any other. 4 *Bac. Abr.* 592.

But of this see more *ante* p. 5. relative to *menial servants*, concerning whom, and apprentices, the law is in this respect the same, except that the positions there laid down are applicable to apprentices of whatever age, whereas they apply to other servants only when under the age of one and twenty.

And by 28 *Geo.* 3. chap. 48. if any *chimney-sweeper* shall misuse his apprentice, he shall forfeit not more than 10*l.* nor less than 5*l.*

And (by the same act) no chimney-sweeper shall let out to hire, or lend his apprentice, under a like penalty.

Nor shall he cause his apprentice to call the streets before 7 in the morning, nor after 12 at noon, between *Michaelmas* and *Lady-day*, nor before 5 in the morning and 2 at noon between *Lady-day* and *Michaelmas*, without incurring the same penalty.

But the master cannot of his own authority discharge his apprentice, nor can the apprentice leave his master of his own accord; but if they cannot agree, they are to proceed as directed by the stat. 5 *Eliz.* chap. 4. or by that of 20 *Geo.* 2. chap. 19. which see in the next section.

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Observation.

Chimney-sweepers.

A master cannot discharge his apprentice.

VI. *Of the Misbehaviour of Apprentices, and of ill Treatment of them by their Masters.*

By 5 *Eliz.* chap. 4. it is enacted, that if any master shall misuse or ill treat his apprentice, or the apprentice do not do his duty to his master, the party having cause to complain, shall repair to a justice of the peace within the county, or the other head officer of the town or place, who shall determine as equity shall require; and if the parties will not comply, they may be required to appear at the sessions.

And by 20 *Geo.* 2. chap. 19. the justices, on complaint by any master or mistress, against such apprentice, concerning any misdemeanor, miscarriage, or ill behaviour, may punish the offender by commitment to the house of correction, for a term not exceeding three calendar months, or otherwise by discharging such apprentice.

And by 2 and 3 *Ann.* chap. 6. all complaints of ill

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usage from the masters to parish apprentices in the *sea service*, and also of such as shall voluntarily put themselves apprentice to the sea service, shall be inquired of and redressed by two justices near the port, or by the mayor, and other chief officers, or magistrates of any city or town near the port to which the ship shall arrive, as in other cases between masters and apprentices.

And by 32 Geo. 3. chap. 57. parish apprentices or others, upon whose binding not more than 5*l.* was paid, may upon complaint be discharged by two justices; and where any parish apprentice shall be so discharged, the justices may order the master or mistress to deliver up his clothes, and also pay a sum not exceeding 10*l.* to the parish for putting him out again; and moreover, may order the parish to prosecute such master for any ill treatment to the said apprentice.

And the above cases extend not only to the indentures, &c. mentioned in the stat. of Eliz. but to all others. 2 *Ld. Raym.* 1410. *Stra.* 663. 1 *Wms. Just.* 162.

And as the justices may discharge an apprentice, so also may they within the equity of the stat. order a part of the premium to be refunded, to place him out with a new master. 1 *Wms. Just.* 167.

But as misbehaviour or ill treatment are the only cases mentioned in the stat. an apprentice cannot be discharged on account of illness, even though it be of such a nature as to be deemed incurable. 1 *Stra.* 99.

But the master and apprentice may part by agreement with each other for that purpose; and where the master once gives leave under his hand for his apprentice's departure, he cannot afterwards recall it. 6 *Mod.* 182. 3 *Salk.* 42.

Further by 33 Geo. 3. c. 55. if any apprentice be ill used by his master, on whose binding not more than 10*l.* was paid, such master may, by two justices at any sessions be fined a sum not exceeding 40*s.*

And such justices, on complaint by any master or mistress, against such apprentice, concerning any misdemeanor, miscarriage, or ill behaviour, may punish the offender by commitment to the house of correction, for a term not exceeding three calendar months, or otherwise by discharging such apprentice.



VII. Of assigning or turning over Apprentices to other Masters.

An apprentice's being placed out to a particular person is supposed to arise from the good opinion which is entertained of him, with whom he is placed, who is expected not only to instruct him in his trade, but also to be watchful over his health and safety; and therefore the law has considered it as such a personal trust and confidence, that the master cannot assign or transfer him over to another, neither can he send him abroad, though under pretence of improvement, (unless by express agreement, or the nature of the business require, and imply such a power, as that of a sailor, &c.) for he must have him under his own care and inspection. *Hob. 134.*

And agreeably to this doctrine it has been adjudged, that a surgeon's sending his apprentice a voyage to the East Indies, though in company with other surgeons, and the better to instruct him in the art of surgery, was a breach of the covenant by which he bound himself to retain, keep, and employ the said apprentice in his own house and service. *Ibid. 134.*

And so 12 *Mod. 441.* a master cannot assign over his apprentice, as he may another chattel, but it must be with his own consent; for the person of a man is not legally assignable. See also *Bur. Set. Ca. 135.*

But though an apprentice is not strictly assignable, or transmissible, yet, per *Ld. Mansfield*, if he remain with the consent of all parties, and his own, it is a continuance of the apprenticeship to the purpose of gaining a settlement.

And though a master cannot assign his apprentice so as to make him apprentice to his assignee, yet the assignment is not void, but is valid as a contract and agreement between the two masters that the apprentice shall serve the remainder of his term with the second, and so it is a service as an apprentice. Per *Holt, 1 La. Raym. 683.*

And if the assignee of the apprentice doth not properly provide for him, he may compel his first master to do it; who will be entitled to his remedy over against the other. *1 Stra. 48.*

By the custom of London, however, a master being a

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freeman, may turn over his apprentice to another freeman and such second master shall have the same benefit of the apprentice's covenant, as shall also the apprentice have of the covenants on the side of the master, as if he had been originally bound to him. *Mar. 3. 1 Keb. 250.*

And by 32 Geo. 3. chap. 57. after reciting that it frequently happens that persons are obliged under 8 and 4 Will. 3. chap. 30. to take a greater number of *parish* apprentices than it is convenient for them to employ, and are under the necessity of assigning them over; in order therefore that such assignments may be legally made under the control of the magistrates, it is enacted, that it shall be lawful for any master of any *parish* apprentice, upon the binding out of whom no more than 5*l.* shall have been paid, to assign, with the consent of two justices, by indorsement on the indenture of apprenticeship (which indorsement shall be without stamp) or by other instrument in writing, any such apprentice for the residue of the term, in such indenture agreed upon; provided the person to whom the apprentice shall be so assigned, shall, by indorsement on the counterpart of such indenture, or by writing under his hand, declare his acceptance of such apprentice, and acknowledge himself, his executors and administrators, to be bound in the covenants in the indenture, to be performed on the part of the master; and in such case the apprentice shall be deemed to be the apprentice of such subsequent master, and so from time to time as often as it shall be necessary or convenient for such subsequent master to part with such apprentice.

And by 2 and 3 Ann. chap. 6. sec. 6. every person to whom any poor parish boy shall be put apprentice under 43 Eliz. chap. 2. may with the approbation of two justices or of the mayor or other chief officer of any city, borough, or town corporate, turn over, by indenture, duly registered as thereby directed, such apprentice to any *master of a ship* of 30 tons burthen and upwards, for the remaining time of his apprenticeship.

And by 4 Ann. chap. 19. if any master who has been obliged to take such apprentice shall die during the time, his widow, or his executor or administrator, may assign over such apprentice to any other master of a ship who has not his complement of apprentices.

As to the assignment of the apprentice to another, on the decease of the first master, see the next section.



VIII. *As to the Death of the Master, or his becoming a Bankrupt before the Expiration of the Term of Apprenticeship.*

1. As to the master's death.

1. The death of the master.

If a master be bound only to instruct an apprentice in trade for a certain term of years, and die before the term end, the obligation is dispensed with; for as an apprenticeship is a personal trust between the master and servant, it is determined by the death of either of them; and per *Eyre, J.* possibly the executor may be of another trade. *Salk. 66.*

But if the master be bound further, as to find the apprentice with victuals and cloathing, in that case the death of the master is not a dispensation of the condition, but his executor will be obliged to fulfil it as far as they have assets; for per *Holt*, it would be very hard to construe the death of the master to be a discharge of the covenants. *Ibid.*

But by the custom of London, if the master die, his executor must place the apprentice with another master of the same trade, though the covenant be only for instruction. *Ibid.*

Custom of London.

And in case of the master's death before the expiration of the apprenticeship, a court of equity will oblige his personal representatives to restore a proportionable part of the fee, or premium, which was given with the apprentice; as, where the master received with his apprentice £50l. and died within two years, during which time the apprentice had been employed in inferior matters but little conducive to his improvement in the business, the court of chancery decreed that the executors of the master should (after payment of the specialty debts) repay the said £50l. as a simple contract debt, deducting after the rate of £50l. per ann. for the apprentice's maintenance during the time he had been with his master. *Ca. Chan. Temp. Finch. 396.*

In the preceding section we have stated the law respecting the assignment of an apprentice by his master, it now behoves us to state how the law stands in this respect upon the master's death.

Assignment of apprentice on master's death.

With the consent of the apprentice, it is clear that the executors or administrators of his deceased master may

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assign him to another for the remainder of his term, but not without his consent, or there be some custom to the contrary; thus an award of *the justices* on the master's death that the apprentice should not be assigned to another, was adjudged to be void, unless there was a custom, or the apprentice concurred. *Horne v. Blake*, cited 2 *Stra.* 1267.

And on the master's death there is no implied assignment or transfer of the apprentice to his executor or administrator, and therefore it seems that he is not bound by his indenture to serve his master's representatives; for on an action of debt by an executrix, on a bond for performance of the covenants in an indenture of apprenticeship, the court of King's Bench held that she could maintain no such action, observing that the binding was to the *master himself*, to learn *his* art and serve *him*, without any mention of executors; and as the words were confined, it was the nature of the contract, which is fiduciary; and an apprentice is bound from a personal knowledge of the integrity and ability of the master; and though the assets of the master are liable on his covenant to maintain the apprentice, that is not material. 2 *Stra.* 1267.

But though an apprentice is not transmissible to the representatives of his master, nor assignable, yet, if he remain in the character of an apprentice with the assignee or the personal representative of his master with his own consent, and the consent of the other parties, it will be a continuation of the apprenticeship so as to gain a settlement, and enable him to follow the trade. *Call. 61* 1 *Doug.* 70.

And it will be the same, though the assignment were only verbal; as where the master of a parish apprentice died intestate, and the widow (without having taken out administration) assigned the apprentice to another master, who, with the consent of the apprentice, transmitted him to a third, it was held that he was well settled in the place where he served the third master; for though the assignment was only a verbal one, it was done with the consent of all the parties concerned, and he lived under the terms of the first indenture of apprenticeship, and was an apprentice, bound according to the statute. *Bur. S. Ca.* 133.

Attornies, &c.

And by 22 Geo. 2. chap. 46. it is provided, that the master of any articulated clerk of an attorney or solicitor shall die, or discontinue practice, or if the contract



be cancelled by consent, or the clerk discharged by rule of court, such clerk may be bound to another master for the remainder of the term.

# APPRENTICES.

And as to parish apprentices it is enacted by 32 Geo. 3. chap. 57. that in case of the death of the master of any parish apprentice, during the term of his apprenticeship, upon the binding out of whom no more than 5*l.* was given, the covenant for the maintenance of such apprentice shall not continue in force longer than for the space of 3 months next after the death of such master (*a*), during which 3 months such apprentice shall continue to live with, and to serve as an apprentice, the executors or administrators of such master, or such person as they shall appoint; and the master with whom such apprentice shall be during the said 3 months, and also the apprentice, shall, during that time, be subject to all the laws in force relating to masters and parish apprentices: and that within the said term of 3 months such apprentice on application made to two justices of the place where the master died, by the widow of the deceased master, or the husband of the deceased mistress, or by any son or daughter, brother, or sister, or executor or administrator of such master or mistress, shall be ordered (*b*), if he were living with and made part of the family, or were in the actual employment of such master or mistress at the time of his or her death, to serve any one of the aforesaid persons making such application for the residue of the term of his apprenticeship, provided the person so applying were living with the master or mistress at the time of their death; and such person shall declare his acceptance of the said apprentice by signing the order of the said justices, and after such order the executors and administrators, and the personal effects of the deceased master or mistress shall be discharged from all covenants on the part of the master contained in the original indenture of apprenticeship; and the person taking the said apprentice shall be deemed the master, in like manner as if he had been originally bound to him, and shall, together with his executors and administrators, be bound by the covenants in such indenture, as if he had ex-

Parish apprentices.

(*a*) And a covenant to this purpose is directed to be inserted in the indenture of apprenticeship.

(*b*) By indorsement without stamp, or any instrument in writing, stamped as parish indentures.

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TICES.

ecuted a counterpart thereof, and be liable to the regulations in force relating to masters and parish apprentices; and the above provisions shall relate to the like event of any subsequent master, their relatives, and representatives, as often as the case shall happen during the term of apprenticeship.

The reason of which provisions, as stated in the preamble of the act is; that the apprentice may make some satisfaction by his labour to the family or representatives of his deceased master, for the advantages he received from his apprenticeship in his childhood, when his services were unequal to the expences of his maintenance.

And if no application for such apprentice shall be made within 3 months, as aforesaid, or in case the said two justices shall be of opinion that the apprenticeship ought not to be continued, then the same shall determine, and the said indenture be at an end.

And it is further provided that in case any master appointed under this act, (or any original master) or if the executors or administrators of such master, having assets, shall, during such 3 months, refuse or neglect to maintain and provide for such parish apprentice, according to covenant, two justices of the county may, on application by the apprentice, or the churchwardens or overseers, order distress and sale of the personal estate of the master, for the maintenance of such apprentice—an appeal being allowed to the quarter sessions, if party is aggrieved.

2. As to the master's becoming a bankrupt.

2. The master's becoming a bankrupt.

The bankruptcy of the master is not of itself a dissolution of the apprenticeship; but the indentures may be delivered up, or the justices at the sessions may discharge the apprentice if applied to for the purpose. 2 *Ld. Raym.* 1352. 1 *Str.* 582.

But for the more easy discharging of any *parish apprentice*, with whom not more than 5*l.* was given, from a master becoming a bankrupt, or whose circumstances are become so reduced as to render him unable to employ or maintain such apprentice, it is provided by the aforesaid statute of 32 *Geo.* 3. chap. 57. that two justices of the place where any such master shall live, on application of the master for the discharge of any such apprentice for the reasons aforesaid, may inquire into the matter of such allegation, and if they find the same to be true, discharge such apprentice accordingly.



Nothing in the said act shall extend to any parish apprentice where a larger sum was given than 5*l*.

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MEN, &c.

But in cases not of *parish* apprentices, the general practice is, whenever the master becomes a bankrupt, for the commissioners to recommend it to the creditors to allow the apprentice a gross sum out of the estate for the purpose of sending him out to another master, which they usually do, as it would be hard to make him come in under the commission. This, however, is to be considered as an indulgence, and not a right which the apprentice can claim; for all that a court of equity can do is to order him to be admitted a creditor to the amount of the sum paid with him, after deducting a reasonable annual sum for his maintenance during the time he has served. See *Atk.* 149. 261.

### CHAP. III.

#### OF JOURNEYMEN, MANUFACTURERS, AND LABOURERS.

HAVING completed all that we think necessary or material in respect of *menial servants* and *apprentices*, we shall now proceed to inquire into the laws relating to the remaining species of servants, (as considered by the laws of England) viz. journeymen, manufacturers, and labourers. And these we shall consider,

I. In respect of their time of serving; who compellable to serve; and their hours of working.

II. As to their wages, and the means of recovering them.

III. Of discharging workmen, and their departure from work.

IV. Of the misbehaviour of workmen, and the differences which may arise between them and their masters.

V. Of combinations amongst workmen; and

VI. Of embezzlements and frauds committed by them upon their masters.

**JOURNEY-  
MEN, &c.**

*1. The Time for which Persons shall be hired in certain Trades; who compellable to serve therein; and their Hours of Labour.*

**1. The time of serving in certain trades.**

**1. The time of being hired.**

By 5 Eliz. chap. 4. sec. 3. it is enacted that no person shall hire, nor shall any one be hired to work for a less term than one year, in the arts or trades of a clothier, woollen cloth weaver, tucker, fuller, clothworker, shearer, man, dyer, hosier, taylor, shoemaker, tanner, pewterer, baker, brewer, glover, cutler, smith, farrier, currier, fadler, spurrier, turner, capper, hatmaker or feltmaker, bowyer, fletcher, arrow-head-maker, butcher, cook, or miller.

**2. Who compellable to serve.**

**2. Who compellable to serve.**

And by sec. 4. of the same statute it is provided, that every person not married, and every married person under the age of 30, having been brought up in the said arts or having used any of them for the space of 3 years, and not having lands copyhold, freehold, or for life, of the yearly value of 40s. nor being worth the gross sum of 100l. (and allowed not to be so by two justices, or by the mayor or other head officer of the city or town where such person dwelt for one year, and also two aldermen, or other burgessees if there be no aldermen, under their hands and seals) nor being retained in husbandry, nor in any art, nor in household, nor in any office with any nobleman, gentleman, or others, nor having a convenient holding in tillage, whereupon he may employ his labour, shall upon request be retained, and shall not refuse to serve upon the penalty hereafter mentioned.

**Who compellable to serve in Husbandry.**

It is also by the said act further provided, that every person between the ages of 12 and 60 years, not retained as an apprentice with any fisherman, or mariner, nor being in service with any rider or carrier of corn or meat for the city of London; nor with any husbandman, nor in any city or town in any of the arts limited by this statute to take apprentices, nor being retained by the year for digging, seeking, finding, getting, melting, fining, working, trying or making, of any solder, tin, lead, iron, copper, stone, sea-coal, stone-coal, moor-coal, or cheek-coal, nor being occupied in the making of glass, nor being a gentleman born, nor being a scholar or student in any of the universities, or any school, nor having lands for



life, or in fee, of the yearly value of 40s. or goods of the value of 40l. nor being a necessary or convenient officer, or servant lawfully retained, nor having a farm or holding whereon to employ his labour, nor being otherwise retained, shall be compelled to serve in husbandry, by the year, with any person that useth husbandry, and requiring any such person to serve within the county.

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MEN, &c.

In the time of hay or corn harvest, the justices of the peace, and also the constable, or other head officer of every township, upon request, and for the avoiding of the loss of any corn, grain, or hay, may cause all such artificers and labourers as are fit for work, to serve by the day, for mowing, reaping, shearing, and inning of corn, grain, or hay, according to the skill or ability of the person, and none shall refuse on the penalty of imprisonment in the stocks for two days and one night.

In harvest time.

But persons of such counties where it has been customary to go into other shires for harvest work, and having at that time no harvest work sufficient in the same town or county where they dwelt in the winter last past, and taking with them a testimonial under the hand and seal of a justice, or head officer as aforesaid, certifying the same, may repair in harvest of corn or hay, to any other county or place, to mow, reap, and get in hay, corn, or grain, and to work at harvest work, as they might have done before the said act.

And two justices, or the mayor, or head officer of a town corporate, and two aldermen, or two burgesses, if there be no aldermen, may appoint any *woman* of the age of twelve years and under forty, and unmarried and fit for service, to serve by the year, week, or day, for such wages as they shall think meet; and if she refuse to serve, she may be committed to prison until she will serve.

Women.

It is also enacted by the 13th and 14th Car. 2. chap. 12. that a person may go abroad to work in harvest, carrying with him a certificate from the minister, and one churchwarden or overseer, that he hath a dwelling house, or place in which he inhabits, and hath left a wife and children, or some of them there for other work, as his condition shall require.

And persons carrying with them such certificate shall by 17 Geo. 2. chap. 5. sec. 3. not be liable to be apprehended as vagrants.

3. The hours of working.

All artificers and labourers being hired for wages by

3. The hours of  
working.

**JOURNEY-  
MEN, &c.**

the day or week, shall, betwixt the *midst* of *March* and the *midst* of *September*, be at their work at *five* in the *morning*, and continue till between seven and eight at night, except during the time of breakfast, dinner, and drinking, which shall not together exceed two hours and a half, that is to say, at drinking one half hour, at dinner one hour, and for their sleep, (when they are allowed to sleep, which is from the *midst* of *May* till the *midst* of *August*), half an hour, and at breakfast one half hour, and the said artificers and labourers, between the *midst* of *September*, and the *midst* of *March*, shall be at work from the spring of day until night except at breakfast and dinner time, upon pain of forfeiting one penny for every hour's absence, which may be deducted out of their wages.

And by 36 Geo. 3. chap. 111. the time of working by journeymen *papermakers*, when employed at the vat upon all fine, wove, and plate-papers, (if the masters shall so require) shall be half an hour after each post, twenty of which posts shall make a days work; and the *dry-worker* upon all such fine papers as aforesaid (if required) shall work 12 hours in each day, allowing an interval of one hour thereout for refreshment.

**Departing with-  
out a testimonial.**

No person retained in husbandry, or in any of the arts aforesaid, shall (by the said stat. of 5 Eliz.) depart out of one city, town, or parish, to another, nor out of the hundred, division, or county, where he last served, to serve in any other city, town, division, hundred, or county, unless he have a testimonial under seal of the city, or of the constable or other head officer, and two householders of the city, town or parish.

And no person that shall depart out of one service shall be retained into any other, without shewing, before his retainer, such testimonial to the chief officer of the town corporate, and in every other town and place to the constable, curate, churchwarden, or other head officer where he shall be retained, upon pain that such servant so departing without such testimonial, shall be imprisoned till he procure one, which, if he cannot do within twenty one days, he shall be whipped, and treated as a vagabond; and every person retaining such servant without such testimonial, shall forfeit *five* pounds.



JOURNEY-  
MEN, &c.

*As to the Wages of Workmen, &c. how they are to be paid, and the Mode of recovering their Wages.*

1. The rating of wages to workmen, &c.

To prevent servants from demanding exorbitant wages for their labour, it is enacted by 5 Eliz. chap. 4. that the justices of the peace of every shire, riding, or liberty, and the mayor and other head officer, within any city, or town corporate, shall, yearly in Easter sessions, assemble, and shall call unto them such discreet persons as they shall think meet, and having respect to the plenty or scarcity of the time, and other circumstances, shall have authority to limit, rate, and appoint the wages, as well of such the said artificers, handicraftsmen, husbandmen, or any other labourer, servant, or workman, whose wages in time past have been by any law or statute rated and appointed; as also the wages of all other labourers, artificers, workmen, or apprentices of husbandry, which have not been rated, limited, or appointed, by the year, or by the day, week, month, or otherwise, with meat and drink, or without meat and drink, and what wages every workman or labourer shall take by the great for mowing, reaping, or threshing of corn and grain, or for mowing or making of hay, or for ditching, paving, railing, or hedging, by the rod, perch, bigg, yard, pole, rope, or foot, and for any other kind of reasonable labour or service.

And by 1 Jac. 1. chap. 6. the said act of 5 Eliz. is made to extend to the rating of wages of all labourers, weavers, spinsters, and workmen or workwomen whatsoever, either working by the day, week, month or year; or the taking any work by the great or otherwise; and when the said rates are so settled, the sheriff, or mayor, may cause proclamation thereof to be made, where to them shall seem convenient, and every person shall be bound to observe the same.

And if any person after such proclamation be published, shall directly or indirectly, retain at, keep or give any servant, workman, or labourer any more or greater wages, or other commodity than shall be appointed in such proclamation, he shall be imprisoned for 10 days, without bail, and forfeit the sum of 5l.

1. By whom to be rated.

Penalty for giving more than the rated wages.

Or taking thereof.

**JOURNEY-  
MEN, &c.**

Penalty for re-  
fusing to pay the  
rated wages.

Silk manufac-  
ture.

2. How wages  
to be paid.

Clothiers, &c.

Woollen manu-  
facturers,

wages, contrary to the said act, or to the said proclamation, shall be imprisoned for 21 days without bail.

And every retainer, promise, gift, or payment of wages, or other thing, contrary to the said act, and every bond or writing made for that purpose, shall be utterly void.

Also by the same statute, if any clothier or other person, shall refuse to pay so much wages to their weavers, spinsters, workmen, or workwomen, as shall be so settled, he shall forfeit 10s. to the party aggrieved.

And further by 13 Geo. 3. chap. 68. and 22 Geo. 3. chap. 44. the wages of journeymen weavers, in the silk manufacture, or in any of the manufactures of silk wrought up with any other materials, within the city of *London*, shall be settled by the lord mayor, recorder, and aldermen of the said city; and in the county of *Middlesex*, by the justices of the said county.

And if any master weaver shall give more or less wages to any journeymen weavers, than shall be allowed, he shall, on being convicted thereof, before two justices, on the oath of one witness, forfeit the sum of 50l. to be levied by distress and sale. The said penalty to be paid to the master of the company, and distributed to distressed journeymen weavers, or their families.

2. How wages to workmen are to be paid.

By 4 Ed. 4. chap. 1. it is enacted, that every cloth-maker shall pay to the carders, spinsters, and all other labourers, whom he may employ in his trade, their wages agreed upon in *money* only, upon pain of forfeiting to his labourers treble their wages.

And by 1. Ann. stat. 2: chap. 18. all payments of wages to workmen employed in the woollen manufactures, shall be in *money*, and not in cloth, victuals, or commodities, upon pain of forfeiting double wages to such workmen.

And by 10 Ann. chap. 16. the same requisition is enforced under the penalty of 20s. and by 1 Geo. 1. stat. 2. chap. 15. under the penalty of 40s.

Also by 12 Geo. 1. chap. 34. and 22 Geo. 2. chap. 27. it is enacted, that every clothier, serge-maker, or worsted or woollen stuff-maker, or persons employed in making any woollen cloths, serges, or stuffs, or concerned in employing woolcombers, combers of *Jersey*, framework knitters, makers of stockings, weavers, dyers, hot-pressers, and all other persons employed in making of *felts* or *hats*, or in any of the manufactures of *silk*, *mohair*



hemp, flax, linen, cotton, fustian, iron, or leather, or any the said materials mixed with one another, full wages agreed on in money, and shall not pay the same in goods, by way of tuck, or in any other manner, or make any reduction, on account of any goods sold previous to such agreement.

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MEN, &c.

And by 29 Geo. 2. chap. 33. the same mode of payment of wages in respect of persons employed in any of the woollen manufactures, is further enforced under the penalty of 20l. to be recovered by action of debt, by any person suing for the same; or be levied by distress on a justice's warrant—a moiety payable to the poor, and a moiety to the informer. The offence to be prosecuted within three months. Liberty to appeal at the general quarter sessions, if aggrieved.

And by 30 Geo. 2. chap. 12. it is provided that if any clothier, or maker of mixed, medley, or white broadcloth, shall neglect to pay to the weavers, employed by him, their wages or price in money, within two days next after their work be completed and delivered (provided the same be demanded) he shall forfeit, for every such offence, the sum of 40s. to be recovered in like manner as the penalties of 29 Geo. 2. chap. 33.

Also by 13 Geo. 2. chap. 8. it is enacted that all payments to workmen, employed in manufacturing leather gloves, breeches, boots, shoes, slippers, wares, or other goods or materials, used in any of those trades, shall be in lawful coin only, and not by any victuals or commodities, except by their request.

Leathern man-  
ufacture.

### 3. The mode of recovering wages.

Though the justices are only authorized by the statute of 5 Eliz. to rate the wages, and not to order payment, yet from the indulgence which the law shews to remedies for wages, and the common practice of the justices, it has been held that they may order payment as well as assess the rates of wages. 2 *Ld. Raym.* 920. 6 *Mod.* 91. 1 *Str.* 8. 475. 2 *Ibid.* 1002.

3. Mode of recovering wages.

But the evidence of the servant not being admissible in cases of wages, on account of his being an interested witness, and the servant having no other means of enforcing the order of the justice than by indictment, 5 *Mod.* 459. to remedy these inconveniences it was enacted by 20 Geo. 2. chap. 19. that all complaints and disputes relating to wages between masters or mistresses and servants in husbandry, hired for one year or longer, or by 31 Geo. 2.

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Construction of  
the above sta-  
tutes.

chap. 11. for a less time than a year, or between master or mistresses and *artificers*, handicraftsmen, miners, colliers, keelmen, pitmen, glassmen, potters, and *other labourers*, employed for any certain time, or in any other manner, shall be heard and determined by one justice, although no rate of wages had been made in that year, which justice may examine any servant or other witness upon oath and make such order for payment of so much wages as he may think just, provided the sum in dispute do not exceed 10*l.* in regard to any servant in husbandry, nor 5*l.* with regard to any artificer, handicraftsman, or other person aforesaid; and in case of refusal or non-payment for the space of 21 days after such determination, the sum so adjudged to the servant may be levied on the master and mistress by distress and sale. Persons aggrieved may appeal to the sessions, which shall be final.

But in the construction of the statute of Eliz. it hath been determined that justices of the peace have no jurisdiction to order payment of wages except in the case of husbandmen and such servants whom they may compel to serve according to the statute. 6 *Mod.* 91. *Carthew* 156.

Therefore, where justices of the peace made an order for the payment of so much money by a master to his coachman, and it was moved against the order that the statute 5 Eliz. chap. 4, extends not to coachmen, or other servants than in husbandry; the court were of that opinion, and quashed the order. 2 *Jones* 47.

And on the authority of this case it hath been held that the justices cannot make order for the payment of footmen, bricklayers, carpenters, or the like servants wages, because their jurisdiction is confined as has been before observed, to the wages of such servants whom they may compel to serve according to the statute. 6 *Mod.* 204, 205.

Also, if a person retains a servant, and agrees to pay him so much by the day, month, or year, he may have an *action* against the master on the contract, or against his executors; and every such retainer will be presumed to be in consideration of wages, unless the contrary appears. 9 *Co.* 88. 2 *Roll. Rep.* 269.



III. *Of discharging of Workmen, and their Departure from Service.*

It is provided by the said stat. 5 Eliz. chap. 1. that any master shall put away his servant before the end of his term, unless for cause to be allowed by a justice, without a quarter's warning, such master, unless he prove by two witnesses such cause or warning before justices of oyer and terminer, or of assize, or quarter sessions, or before the mayor, or other head officer, and two aldermen, or two burgessees if no aldermen, shall forfeit 40s.

Discharging  
servants.

And if any servant retained according to the above statute shall depart before the end of his term, unless for some reasonable cause allowed as aforesaid, or at the end of his term, without a quarter's warning, or if any person bound to serve in husbandry, or other arts above-mentioned, by the year or otherwise, refuse to serve for the wages to be limited by this statute, or promise to serve, and do not serve, such servant upon complaint to two justices, or the mayor, or head officer, and two burgessees where no aldermen, shall be committed by them to ward until he be bound to the party to serve and continue for the wages that shall be there limited, and to be discharged upon his delivery, without fee to the gaoler.

Servants depart-  
ing or not doing  
their duty.

And by 6 Geo. 3. chap. 25. if any artificer, callico-printer, handicraftsman, miner, collier, keelman, pitman, glassman, potter, labourer, or other person, shall contract with any person whomsoever, for any time whatsoever, and shall absent himself from service before the term shall be completed, any justice where such artificer, or person aforesaid, shall be found, upon complaint thereof made upon oath by the person with whom he shall have contracted, or by his steward or agent, may examine into the complaint, and if it shall appear to such justice that he shall not have fulfilled such contract, such justice may commit him to the house of correction for a term not exceeding three months, nor less than one month.

Nothing in the above act shall extend to the flannaries in Devonshire and Cornwall.

And every artificer and labourer retained in building or repairing any church, house, ship, mill, or other work unfinished.

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MEN, &c.

in great, shall not depart unless it be on account of the nonpayment of his wages, or be taken to serve the king, or for other lawful cause, or unless he have leave of the owner, before finishing his work, upon pain of imprisonment for one month, and 5*l.* to the party aggrieved besides costs; nor shall any artificer or labourer retained to work for the king, or any other depart till the work be finished, if the person retaining him will so long keep him and pay him his wages, on penalty of one month's imprisonment.

And damages may be recovered by the master of each workman, against any one who may *entice* him to leave his work unfinished, or *employ* him after notice of his being employed by another, for per *Kenyon*, he that contracts with another to do certain work for him, is the servant of that other till the work is finished, and no other person can employ such servant to the prejudice of the first master; the very act of giving him employment is affording him means of keeping him out of his former service. 6 *Term Rep.* 221.

Workmen going  
into other coun-  
ties.

And if any servant or apprentice of husbandry, or of any art, science, or occupation aforesaid, unlawfully flee into any other shire, they may be imprisoned till they find surety well and honestly to serve their masters.

IV. *As to Misbehaviour of Workmen, and Differences between them and their Masters.*

Servants assault-  
ing their mas-  
ters.

By 5 Eliz. chap. 4. it is enacted, that if any servant, workman, or labourer, shall wilfully or maliciously make an assault, or affray upon his master or mistress, or upon any other having charge or oversight over such servant, or labourer, or over the work wherein he is hired to work, and shall thereof be convicted before two justices, or mayor, or other head officer, by confession, or the oath of two witnesses, he shall be imprisoned for a year, or less, at the discretion of two justices, out of a town corporate; and in a town corporate, of the mayor or other head officer, with two others of the discreetest persons of the same corporations; and if the offence require a further punishment, then to receive such other open punishment (so as it extend not to life or limb), as the justices in sessions, or the mayor, or other head officer, and six, or four at least, of the discreetest persons of the corporation shall think convenient, for the quality of the offence.



By 20 Geo. 2. chap. 19. it shall be lawful for one justice, upon complaint made upon oath by any master or mistress, or employer, against any servant in husbandry, artificer, handicraftsman, miner, collier, keelman, pitman, glassman, potter, or labourer, concerning any misdemeanor, miscarriage, or ill behaviour, in such service, to hear and determine the same, and to punish the offender by commitment to the house of correction, there to be corrected and held to hard labour for a reasonable time, not exceeding one calendar month; or by abating some part of his wages, or by discharging him from his service.

JOURNEY-  
MEN, &c.

Complaint of  
masters against  
their servants.

And in like manner it shall be lawful for such justice, upon any complaint made upon oath by any such servant, artificer, handicraftsman, miner, collier, keelman, pitman, glassman, potter, or other labourer, against such master, mistress, or employer, concerning any mis-usage, refusal of necessary provision, cruelty, or ill treatment, to summon such master, mistress, or employer, to appear before him at a reasonable time to be prefixed in such summons, and he shall examine into the matter of such complaint, whether such master, mistress, or employer, shall appear or not (proof being made upon oath of their being summoned) and upon the proof of the complaint upon oath, he may discharge such servant, or other person aforesaid, from his service and employment, which discharge shall be given under the hand and seal of such justice gratis.

Complaints of  
servants against  
their masters.

Also by 6 Geo. 3. chap. 25. if any artificer, calico printer, handicraftsman, miner, collier, keelman, pitman, glassman, potter, labourer, or other person, shall be guilty of any misdemeanor, any justice where such artificer, or person aforesaid, shall be found, upon complaint thereof made upon oath by the person with whom he shall have so misbehaved, or by his steward or agent, may examine into the complaint, and if it shall appear to such justice that he hath been guilty of any misdemeanor, such justice may commit him to the house of correction for a term not exceeding three months, nor less than one month.

Nothing in the above act shall extend to the stannaries in Devonshire and Cornwall.

JOURNEY-  
MEN, &c.1. Combina-  
tions in general.

## V. Of Combinations amongst Workmen.

## 1. Of combinations amongst workmen in general.

By the statute 2 and 3 Edw. 6. chap. 15. it is enacted that if any artificers, workmen, or labourers do conspire, covenant, or promise together, or make any oaths, that they will not make or do their work but at a certain price, or rate, or shall not enterprize or take upon them to finish what another hath begun, or shall do but a certain work in a day, or shall not work but at certain hours and times, such persons being convicted at the assizes, sessions, or court leet, shall forfeit for the first offence, 10l. to the king; and if he pay not the same within six days, shall suffer twenty days imprisonment, and shall have only bread and water for his subsistence; for the second offence, 20l. or, if not paid within 6 days, pillory; and for the third offence, 40l. loss of one ear, and to be deemed infamous.

Confederacies amongst workmen are also deemed highly criminal by the common law, and therefore journeymen confederating and refusing to work, unless for certain wages agreed upon amongst themselves, may be indicted and punished for a conspiracy, although the statutes regulating their work and wages do not direct such a mode of prosecution; for it is the conspiring, and not the refusal to work, which constitutes the offence. 8 Mod. 10.

And conspiracies of every kind are illegal, even though the things to be done may be lawful for the parties to do if they had not conspired to do them. Ibid.

And as a conspiracy is a *trespass*, it is inquirable into and punishable by justices of the peace at their sessions. 3 Bur. 1321.

2. Combina-  
tions in parti-  
cular trades.

## 2. Of combinations amongst artificers of particular trades.

By 12 Geo. 1. chap. 34. it is enacted, that all contracts, agreements, by-laws, orders, &c. made or entered into in clubs, or societies, by persons exercising the art of *woolcomber*, or *weaver*, or by journeymen in those trades, or (by 22 Geo. 2. chap. 27.) by any journeymen dyers or hotpressers, or other persons employed in any of the woollen manufactures; or by any persons, journeymen, or otherwise, employed in the making of *felts* or *hats*, or any of the manufactures of *silk*, *mohair*, *fur*, *hemp*, *flax*, *linen*, *cotton*, *fustian*, *iron*, or *leather*, or of any



of the said materials, mixed with any other of them, in order or under pretence of regulating the said arts or trades, or for fixing the prices of goods therein, or for shortening their accustomed hours of work, shall, and are thereby declared to be illegal, and null and void; and further, that if any such person shall keep up, sign, or knowingly be concerned in any contract, agreement, bye-law, or order, of any club, or combination, by the said act declared to be illegal, or shall attempt to put any such illegal act into execution, the offender shall, on conviction, (within three months after the offence) by the oath of one witness, before two justices of the peace, be committed either to the house of correction, and there kept to hard labour for a time not exceeding 3 months, or to the common county goal for a like period—with liberty of appeal to the quarter sessions.

JOURNEY-  
MEN, &c.

And by 36 Geo. 3. chap. 111. all contracts, covenants, and agreements whatsoever, whether in writing or not, made before the passing that act, between any journeymen paper-makers, for obtaining an advance of wages, or for lessening their usual hours or quantity of work, or for preventing any person from employing whomsoever they shall think proper in the business of paper-making, or in any way affecting any person in the carrying on of the said trade, is declared to be illegal and void.

Paper-makers

And if any journeyman paper-maker, or other person, shall at any time enter into or be concerned in the making of any agreement in writing, or not in writing, in support of or relative to such combination, every such offender being convicted on the oath of one witness, before one justice of the peace, upon information to be exhibited before him in writing within one (*lunar*) month after the offence committed, shall be sent to the house of correction, and kept to hard labour for a time not exceeding two calendar months.

And every journeyman paper-maker, who shall enter into any combination to raise such wages, or to alter the hours or duration of work, or for any other purpose contrary to the said act, or who shall, by giving money, or by any other means, directly or indirectly, solicit, intimidate, or endeavour to prevent any unhired journeyman, or other person, from hiring himself to any paper-manufacturer, or by any means attempt to prevail on any journeymen employed in such manufacture, to quit the service of such master, or attempt to prevent any

**JOURNEY-  
MEN, &c.**

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master from employing whomsoever he shall think proper, or, if being employed, he shall refuse to work with any other whom such master shall chuse to employ, such offender on conviction, in manner aforesaid, shall be sent to the house of correction for a term not exceeding two calendar months.

And it is further enacted by the said acts of 17 Geo. 3. and 36 Geo. 3. that if *any person whomsoever*, (whether employed in the said trades or not) shall attend any meeting, club, or combination by the said act declared to be illegal as aforesaid, or shall summon or require any journeyman, or other person employed in any branch of the said trades to attend such meeting, or to pay any money as a fine, contribution, or subscription for the purposes of such club, or meeting; or any person collecting or receiving such money, or who shall persuade or endeavour to persuade, entice, inveigle, or intimidate, any person employed in the said trades to be a member of, or concerned in, any such club, &c. or unduly to quit the service of his master—Also the person paying any money, or subscription, towards the support or encouragement of any such club, or meeting; such person or persons so offending as aforesaid, shall, on conviction of such offence, before *two* justices of the peace (*a*) (if the offence be in the *hat* manufactory, and *one* justice, if in the *paper* manufactory) on the oath of one witness, be committed to the house of correction, or common county goal, without bail, for any time not longer than 3 months, if offending against the *hat* manufactory, and 2 months if against the *paper* manufactory.

Affaulting or threatening masters not complying with the demands of workmen.

And by the said act of 12 Geo. 1. as extended by 22 Geo. 2. chap. 27. it is enacted that if any person (whether employed in the aforesaid trades or not) shall assault any master woolcomber, or master weaver, or other person concerned in any of the woollen manufactures, or in the trades or arts of dyeing, hotpressing, making of hats or felts, or in any of the manufactures of silk, mohair, fur, hemp, flax, linen, cotton, fustian, iron, or leather, or in any manufacture wherein any of the said articles are mixed with the other of them, whereby such master shall re-

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(a) But by the same act it is very properly observed, that no master hatmaker shall be one of the justices in cases relative to this or the former act.



ceive any bodily hurt, for refusing to comply with the bye-laws, orders, contracts, demands, &c. declared to be illegal as aforesaid; or if any person shall write, or send a message, threatening to hurt any such master, or other person aforesaid, or to burn or destroy their houses, cut down their trees, or maim their cattle, every such person so offending shall be guilty of felony, and be transported for the term of 7 years. The indictment on this statute must be found within 12 calendar months after the commission of the offence.

JOURNEY-  
MEN, &c.

VI. *Concerning Embezzlements, and Frauds committed by Workmen on their Masters.*

1. Relative to the woollen manufactures.

By 7 Jac. 1. chap. 7. it is enacted, that if any sorter, carder, kember, spinster, weaver, or other person in the woollen manufacture, shall unjustly and deceitfully embezzle, sell, or detain any wool, or yarn, delivered to him or her, by any person making cloths or stuffs, such person so offending, as also the buyer and receiver thereof, (knowing the same) being thereof convicted by confession, or the oath of one witness, before two justices of the peace, or if within a town corporate, before the mayor, or other chief officer, and one of the aldermen, or most substantial person in such place, shall make the party aggrieved such satisfaction as the said justices or other chief officer shall order; and if the person so offending be unable or refuse to make satisfaction, he shall, for the first offence be whipped, and set in the stocks, and for a second offence incur a further punishment by whipping and stocks, at the discretion of the said justices, or chief officers.

1. Embezzle-  
ments. &c. in  
the woollen ma-  
nufacture.

And by sec. 4. of the above act it is provided, that if any spinner in *Essex*, shall receive wool to be spun into yarn, for any clothier or manufacturer of baize, says, or other stuffs, dwelling in *Cogshall, Bocking, Braintree, Halstead, Witham, or Colchester*, and shall deliver back such yarn by any shorter reel than is there used, (which is two yards round about) he shall be subject to a like penalty or punishment.

Spinners in  
*Essex*.

And by 14 Geo. 3. chap. 25. if any picker, scribbler, spinner, weaver, or other person employed in manufacturing of woollen cloth, or in preparing materials for that purpose, shall not return all working tools, wool, yarn, chain wool, or abb, delivered to them to be

Embezzlement  
of tools or ma-  
terials.

**JOURNEY-  
MEN, &c.**

manufactured, and also all materials with which he shall be entrusted, or otherwise give a satisfactory account of the same, or if he shall fraudulently steam, damp, or water, the wool or yarn so delivered to him to be worked, or if any person shall take off, cut, or pick out, the lift, forrel, or other mark of any piece of cloth, and shall of the said offence be convicted, by confession or the oath of one witness before a justice of the peace, he shall be committed to the house of correction for the space of one month.

And where any person so employed, who shall have been entrusted with any tools, wool, or other materials and not have delivered or accounted for the same, shall abscond, or shall sell, or dispose thereof; or where any person shall fraudulently buy, or receive such tools, or materials, or where any person shall be charged on suspicion with having embezzled and kept back by damping, steaming or watering the wool or yarn delivered to them, or with having sold, bought, or received the same, and upon search any of the said working tools, wool, yarn, chain wool, or abb, or any cloth with the lift, forrel, or other marks taken off, cut, or picked out, shall be found, the person on whom the same shall be so found, unless he can give a good account how he came thereby, to the satisfaction of a justice, shall, on conviction, suffer such punishment as is before directed to be inflicted on persons not returning tools or materials as aforesaid (a).

Concealing ends  
of yarn, &c.

And if any ends of yarn, wefts, thrums, short yarn, or other refuse of clove druggit, or of other woollen goods, or of goods mixed with wool (flocks and pinions excepted) above the weight of 3 pounds, be found on any person who shall not exculpate himself to the satisfaction of a justice, he shall thereupon suffer the same punishment as persons not returning tools or materials.

Second offence.

Further if any person offending against this act shall be charged upon oath, of having been before convicted there

(a) But by the same act, the person accused may appoint a reasonable time to produce those from whom he received the goods, or a witness to prove the sale or delivery, on entering into a recognizance, with two sureties for that purpose; and if at such time appointed, such person shall be convicted of either of the offences aforesaid, he shall suffer the punishment before directed.



upon, the justice of the peace before whom he shall be so charged, shall commit him to the house of correction until the next general quarter sessions, (unless such person enter into recognizance with sureties, to appear and stand his trial at such sessions) when the matter shall be inquired of and determined in a summary way, and if the said offender shall be convicted of the said offence, he shall be committed to the house of correction for any term not exceeding 3 months; and if it shall appear to the justices that he hath been before convicted at a sessions of any offence against the said act, he shall be committed to the house of correction for a term not exceeding 6 calendar months, and be also once publicly whipped (a).

By 14 Geo. 3. chap. 44. it is enacted that if any person shall reel false or short yarn, and shall be convicted thereof by the oath or affirmation of the owner or any other credible witness, or by his own confession, before a justice, he shall, for the first offence, forfeit a sum not exceeding 20s. nor less than 5s.; for the second offence, a sum not exceeding 5l. nor less than 40s. and for every after offence he shall be committed to the house of correction to be kept to hard labour for the space of one month, and be once publicly whipped at the nearest market town to the place where the offence was committed: (the whole of such pecuniary penalties to go to the party aggrieved;) and by 15 Geo. 3. chap. 14. the same may be levied by distress and sale: and if the offender have not goods sufficient to answer the said penalty, he shall be committed to the common county goal for the space of one calendar month—with liberty in all the above cases to appeal to the general quarter sessions.

2. Relative to the woollen manufacture together with other manufactures mentioned in the margin.

It is enacted by 1 Ann. stat. 2. chap. 18. That if any person employed in the working up the *woollen, linen, fustian, cotton, or iron* manufactures within the kingdom, shall embezzle, or purloin any wests, thrums, cotton, or iron, or (by 17 Geo. 3. chap. 56) tools or implements which he shall have been entrusted with to work, or

JOURNEY-  
MEN, &c.

Reeling false or  
short yarn.

2. Embezzle-  
ments and frauds  
in the *woollen,  
linen, fustian,  
cotton, and iron*  
manufactures.

(a) Offences against the said act must be prosecuted within three months after the offence; and no order shall be quashed for want of form, or be removed into any of the courts at Westminster. sec. 10.

**JOURNEY-  
MEN, &c.**

drugs or ingredients for dyeing the said materials, or shall reel false or short yarn, he shall, on conviction, by confession, or the oath of one witness before a justice of the peace, forfeit double the value of the damages done; or if he be unable to make sufficient satisfaction, he shall be publicly whipped, and kept to hard labour in the house of correction for a time not longer than 14 days. And see 14 Geo. 3. chap. 44. ante p. 57.

Also, by 13 Geo. 2. chap. 28. (and by 22 Geo. 2. chap. 27, and 17 Geo. 3. chap. 56. extending and rendering more effectual the said act of 13 Geo. 2.) it is enacted, that if any person employed in the above manufactures or in the making any felt or hat, or in working up or preparing any woollen, linen, fustian, iron, fur, hemp, flax, mohair, or silk, or any of those materials, mixed with others of them, shall put in, embezzle, secrete, sell, pawn, or exchange, or otherwise unlawfully dispose of, any of such materials, whether they be first wrought, or worked up or not, he shall, on conviction before *two* justices of the peace, by oath of the owner, or other witness, or by confession, be for the first offence committed to the house of correction, or public prison, there to be kept to hard labour, for not less than 14 days, nor more than 3 months; and also, if the justice deem it proper, be once publicly whipped.

**Second offence.**

And for a second, or oftener offence, in any of the matters aforesaid, he shall be committed to prison, or to the house of correction, for a term not exceeding six months, nor less than three; and also publicly whipped or not, at the discretion of the justice.

**Neglect in re-  
turning materi-  
als not used.**

And if any person entrusted with any of the aforesaid materials, for the purpose of preparing or working them up, as before mentioned, shall neglect, for the space of eight days after such materials have been prepared or worked up, to return, at the request of the owner, so much of the same materials as shall not have been used or worked up, such neglect shall be considered as an embezzlement of the same, and the offender shall be liable to like penalties, as in such case is provided.

**Not working up  
materials, or  
taking in work  
from several  
masters.**

And further by the said act of 17 Geo. 3. chap. 56. if any person employed to prepare or work up any of the materials before enumerated, shall refuse or wilfully neglect, for the space of eight days, to prepare or work up the same; or having taken in any such materials for the purpose of manufacturing the same, from one master,



two or more being partners) shall afterwards, within eight days before the completion of the materials so taken in, take in, or employ himself in manufacturing, or any other materials for the like purpose, from any other person, such person, being thereof convicted, by the oath of one witness, before two justices, shall be committed to the house of correction, and there kept to hard labour, for a term not less than one month, nor more than three months.

And further, if any person shall take in any of the materials aforesaid, under promise, or apparently in order to manufacture them himself, and shall afterwards, without the consent of the owner, put out the same, or any part thereof, to be manufactured by any other person; or if any other person, ordered to deliver such materials to one person, to be manufactured, shall deliver the same to any other person; every such offender shall be liable to the same penalties as is directed to be inflicted by the last section on persons neglecting the performance of their work (a). And by 12 Geo. 1. chap. 1. and 22 Geo. 2. chap. 27. if any person, retained in any of the aforesaid arts, shall depart from his employment, before the time agreed upon, or if he shall quit or return his work before it is finished, according to agreement, (unless for cause to be allowed of by two justices) he shall, on conviction before two justices of the peace, be committed to the house of correction, to hard labour, for a term not exceeding three months.

Or if any person so employed, shall wilfully destroy or damage any materials or work entrusted to his care, he shall, on conviction as aforesaid, forfeit double the value to the owner, to be levied by distress and sale; and in failure of distress, be in like manner committed for a term not exceeding three months.

JOURNEY-  
MEN, &c.

Transferring  
work to others,  
&c.

Damaging ma-  
terials.

(a) And the owners of such materials, are, by this act, empowered to enter, at all seasonable times in the day or evening, into the shops or outhouses of any person by them employed to manufacture the same; and if any workman refuse to admit the owner of such materials, he shall forfeit a sum not exceeding 40s. nor less than 10s. at the discretion of a justice, sec. 15.

JOURNEY-  
MEN, &c.Dyeing materi-  
als.

Local statutes.

And by 17 Geo. 3. chap. 16. it is enacted, that any journeyman dyer or apprentice, who shall be employed in dyeing of any felt or hat, or of any woollen, linen, flax, cotton, leather, fur, flax, mohair, or silk material without the consent of his master, or shall, without such consent, take in any such materials, for the purpose of dyeing the same, he shall, on conviction, for the first offence, forfeit the sum of 10s. and for the second offence 20s. and for every subsequent offence, the sum of 40s. (a); the said penalties to be paid to the informer; and in default of payment, the offender to be committed to the common goal, or house of correction, for a time not exceeding one month.

In all the aforesaid cases, the party, if aggrieved, may appeal to the next general quarter sessions.

*Note.* Besides the above general statutes, which are applicable to manufacturers in all parts of the kingdom, there have been some particular acts passed for the regulation of manufacturers employed in the wool-combing and worsted trades, which are confined in their operation to particular counties and places; but to give a separate abstract of each of these, would be swelling our treatise to an inconvenient length, and be useful only to the inhabitants of those particular districts; we shall therefore, barely enumerate them, for the purpose of enabling those whom they may concern, more readily to refer to them;—they are principally these;

17 Geo. 3. chap. 11. relating to the counties of *Lancaster*, and *Chester*.

24 Geo. 3. chap. 3. applying to the county of *Suffolk* only.

25 Geo. 3. chap. 40. extending to the counties of *Bedford*, *Huntingdon*, *Northampton*, *Leicester*, *Rutland*, and *Lincoln*, and to the *Isle of Ely*—and

31 Geo. 3. chap. 56. referring to the county of *Norfolk* and city of *Norwich*.

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(a) Penalties are also recoverable of those who employ journeymen, &c. to dye materials, without the master's knowledge, viz. for the first offence 5s, for the second 20s. and for every subsequent offence 4l.



3. We shall now proceed, thirdly, to embezzlements and frauds in the leathern manufactures.

JOURNEY-  
MEN, &c.

By 13 Geo. 2. chap. 8. it is enacted, that if any person, who is employed in the manufacture of gloves, breeches, boots, shoes, slippers, leather wares, or other goods or materials used in such manufactures, shall fraudulently embezzle, secrete, sell, pawn, or exchange, any of the materials with which he shall be entrusted to work, or any goods or wares when made; or shall in any way wilfully injure or damage the same materials or wares, he shall, on conviction before a justice of the peace, by the oath of his master, or the owner, or any other credible witness, or by confession, be made to give satisfaction for the goods or materials so embezzled or damaged, not exceeding double the value of the same, together with the charge of conviction; one half of the penalties to go to the party aggrieved, and the other to the poor of the parish: and if the said penalties be not immediately paid, such offenders shall be committed to the house of correction, or county gaol, and there kept to hard labour, for 14 days; and also whipped, if the justice so order.

3. Embezzlements, &c. in the leathern manufactures.

And in case of a second or other like offence, such offender shall, on conviction, in manner aforesaid, forfeit for each offence four times the value of the goods embezzled or damaged, with the costs of conviction; and in case of non-payment, shall be committed to the house of correction or public prison, and kept to hard labour, for a term not exceeding three months, nor less than one; and also once or oftener be publicly whipped.

Second offence.

And further, if any person employed in making any gloves, or other the wares or goods aforesaid, for one master, and shall neglect to complete the same, by hiring himself to another master, he shall be sent to the house of correction, and kept to hard labour, for a time not exceeding one month. Liberty of appeal, if aggrieved, to the general quarter sessions.

Working for other masters.

And in respect to the *bills of mortality* in particular, it is enacted by 9 Geo. 1. chap. 27. that if any journeyman shoemaker, within the bills of mortality, shall fraudulently purloin, sell, pawn, or exchange, any boots, shoes, slippers, cut leather, lace, lasts, or other materials of his employer, he shall, on conviction, by the oath of one witness, or confession, before a justice, be ordered to make satisfaction for the same; and if he refuse or neglect so

Bills of mortality.

JOURNEY-  
MEN, &c.

Second offence.

4. Embezzle-  
ments, &c. in  
the *silk* manu-  
factory.5. Embezzle-  
ments, &c. in  
clock and watch  
manufactures.

Second offence.

to do, he shall be whipped in the parish where the offence was committed.

And for every other, after a first offence, he shall be committed to the house of correction, and there confined to hard labour, for a time not exceeding one month nor less than 14 days.

## 4. Relative to the silk manufacture.

By 13 and 14 Car. 2. chap. 15. it is enacted, that if any silk winder or doubler shall embezzle, pawn, sell, or detain, any silk delivered him to wind or double, he shall, on conviction, by confession, or by the oath of one witness, before a justice of the peace, or mayor or other head officer of a city or town corporate, give such satisfaction for damages sustained, and charges on conviction as the justice or head officer aforesaid shall direct, so that the same do not exceed the damage sustained; and in default of satisfaction, made within 14 days after conviction, he shall, for the first offence, be whipped or set in the stocks; and for any subsequent offence, be punished in such manner, by whipping or being placed in the stocks, as the said justice or officer shall order.

## 5. Relative to clock and watch manufactures.

By 27 Geo. 2. chap. 7. it is enacted, that any person, who shall be employed by persons exercising the trade or art of clock or watch-making, or any branch of such trade, to make, finish, alter, repair, or clean, any clock or watch, or any part thereof, or who shall be entrusted by his employer with any gold, silver, or other metal or mineral, that shall, in whole or in part, be wrought for any part of a clock or watch, or with any precious stone, set, or to be set, in or about any clock or watch, and shall purloin, embezzle, secrete, sell, pawn, exchange, or otherwise unlawfully dispose thereof, such offender, being convicted before a justice, by the oath of one witness, or by confession, shall, for the first offence, forfeit the sum of 20l.; and if the sum be not forthwith paid, he shall be committed to the house of correction, or other public prison, and there kept to hard labour for 14 days, unless the said forfeiture be sooner paid; and if the same be not paid within two days before the expiration of such 14 days, he may be publicly whipped, at the discretion of the justice.

And for every subsequent offence, the said offender shall forfeit the sum of 40l. which, if not forthwith paid,



shall be committed to the house of correction, or public prison, and there kept to hard labour, for a time not exceeding three months, nor less than one; and if the same be not paid within seven days before the expiration of the time for which such offender shall have been committed, the justice may order him to be publicly whipped twice or oftener, at his discretion.

JOURNEY-  
MEN, &c.

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# A P P E N D I X

O F

## P R E C E D E N T S.

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*An Indenture of Apprenticeship, in which the Apprentice binds himself to a Surveyor and Builder; with many special Provisions.*

THIS indenture made the first day of May in the thirty-second year of the reign of our Sovereign Lord George the Third, by the Grace of God of Great-Britain, France, and Ireland, King, Defender of the Faith, &c. and in the year of our Lord one thousand seven hundred and ninety-two, between *William Lyons*, of *London-street, Tottenham-court-road*, in the county of *Middlesex*, Gentleman, of the one part; and *Thomas Nagger*, of *High-street*, in the parish of *St. Mary-le-bone*, in the said county of *Middlesex*, Architect, of the other part, witnesseth, that the said *William Lyons* of his own free will and accord, testified by his sealing and delivering these presents, hath put and bound himself apprentice to the said *Thomas Nagger*, to be taught and instructed in the several trades, businesses, or employments of an architect and a surveyor, from the day of the date of these presents, unto the full end and term of four years from thence next ensuing. And that the said *Thomas Nagger*, in consideration of the sum of one hundred pounds, of good and lawful money of Great-Britain, to him in hand well and truly paid, by the said *William Lyons*, at or before the sealing and delivering of these presents, the receipt whereof the said *Thomas Nagger* doth hereby acknowledge, and of and from the same, and every part thereof, doth acquit and discharge the said *William Lyons*, his executors, administrators, and assigns, by these presents, hath (testified by his sealing and delivery hereof) agreed to

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Covenant that  
master will pro-  
perly instruct  
apprentice.

And that he will  
pay certain al-  
lowances in lieu  
of boarding in  
his family.

take and accept of the said *William Lyons* as his apprentice during the said term. And the said *William Lyons* doth hereby covenant, promise, and agree to and with the said *Thomas Nagger*, his executors and administrators, that he, the said *William Lyons*, shall and will, during all the said term of four years, well and truly serve the said *Thomas Nagger*, as an apprentice in the said trades or businesses of an architect and a surveyor, diligently attending to the business and concerns of his said master, from the hour of nine o'clock in the morning, until the hour of seven o'clock in the evening, save and except an interval of two hours, which is to be allowed the said *William Lyons* to dine; doing no damage or injury to his said master, nor knowingly suffering the same to be done without acquainting his said master therewith; but shall and will in all respects acquit and demean himself as an honest and faithful apprentice ought to do. And the said *Thomas Nagger* doth hereby, for himself, his executors, and administrators, covenant, promise, and agree to and with the said *William Lyons*, his executors, administrators, and assigns, in manner following—(that is to say) that he, the said *Thomas Nagger*, according to the best of his power, skill, and knowledge, shall and will, during the said term of four years, teach and instruct, or cause to be taught and instructed the said *William Lyons*, in the two several trades, businesses, or employments of an architect and a surveyor, and in all things whatsoever, incident and belonging thereto, in such manner as he, the said *Thomas Nagger*, now, or at any time hereafter, during the said term, shall use or practise the same. And further, that he, the said *Thomas Nagger*, shall and will well and truly pay, or cause to be paid, unto the said *William Lyons*, or his assigns, during the said term of four years, or during so much thereof as the said *William Lyons* shall continue his apprentice, as aforesaid, the several sums of money, and chargeable at the several times, hereinafter mentioned, in lieu and full satisfaction of the board and lodging of the said *William Lyons*, during the said term (that is to say) the sum of thirty-five pounds, of lawful money of Great-Britain, for the first year of the said term; the sum of forty pounds of like lawful money, for the second year of the said term; the sum of forty-five pounds of like lawful money, for the third year of the said term; and the sum of fifty pounds, for the fourth and last year of the said term, (unless the said apprenticeship be sooner determined at such request of the said *William Lyons*, as is hereinafter mentioned, in which case the said sum of fifty pounds last mentioned shall not be paid or payable together with a proportionable part of either of the said sums which may happen to be due at any sooner determination



tion of the said apprenticeship, to be computed from the last quarterly day of payment thereof, up to the day of such determination; the said several and respective sums of thirty-five pounds, forty pounds, forty-five pounds, and fifty pounds, to be paid and payable by four equal quarterly payments, on the twenty-fifth day of *December*, the twenty-fifth day of *March*, the twenty-fourth day of *June*, and the twenty-ninth day of *September*, in every year, the first payment thereof (or of such proportional part of the said sum of thirty-five pounds, as shall be then due) to begin and to be made on the twenty-fifth day of *December*, now next ensuing; the same to be free and clear of all manner of deductions whatsoever; which said several and respective sums of thirty-five pounds, forty pounds, forty-five pounds, and fifty pounds, the said *William Lyons* doth hereby, for himself, his executors, administrators, and assigns, covenant and agree to and with the said *Thomas Nagger*, his executors, and administrators, to take and accept, in lieu of, and in full satisfaction for, his board and lodging, during the said term, as aforesaid. And moreover the said *Thomas Nagger* doth hereby, for himself, his executors, and administrators, covenant, promise, and agree to and with the said *William Lyons*, his executors, administrators, and assigns, that if the said *William Lyons* shall happen to depart this life, at any time within twelve calendar months, to be accounted from the date of these presents, he, the said *Thomas Nagger*, his executors or administrators, shall and will return and pay unto the executors, administrators, or assigns of the said *William Lyons*, fifty pounds of the said sum of one hundred pounds, paid by him to the said *Thomas Nagger* as aforesaid. And further, that he the said *Thomas Nagger*, his executors, administrators, or assigns, will not require or call upon the said *William Lyons* to attend to the business or concerns of the said *Thomas Nagger*, his executors, administrators, or assigns, any more than eight hours in one and the same day, namely, from the hour of nine o'clock in the morning, until the hour of seven o'clock in the afternoon, as herein before is expressed, unless the said *William Lyons* unavoidably be longer engaged about the proper business of the said *Thomas Nagger*, out of his office or accounting-house; and in case the said *William Lyons* shall be so employed, it is hereby declared and agreed, that all extraordinary expences which he shall be necessarily put to on such account, shall be borne and paid by the said *Thomas Nagger*, his executors, administrators, or assigns. And the said *Thomas Nagger* doth hereby, for himself, his executors, and administrators, further expressly covenant, promise, and declare to and with the said *William Lyons*, his executors, and assigns, that he will permit and suffer the said *William Lyons*, if he shall think fit

Covenant that in case of apprentice's death master will return a part of premium.

Covenant that master will not require more than eight hours a day attendance.

Covenant that master will permit apprentice to quit him at the end of three years.

APPENDIX. and require it, freely to depart from and leave the service of him the said *Thomas Nagger*, his executors, administrators, or assigns, at the expiration of the term of three years of the said term of four years, herein before mentioned, and use and employ the remaining year of his said apprenticeship to his own benefit and advantage, when and as he shall think fit without any hindrance or molestation of or by the said *Thomas Nagger*, his executors, administrators, or assigns, or either of them, upon express condition, nevertheless that the said *William Lyons* shall not in that case claim any part of the said sum of fifty pounds, herein before stipulated to be paid by the said *Thomas Nagger*, for the fourth year of his apprenticeship, these presents, or any thing herein contained to the contrary thereof in any wise notwithstanding. And it is hereby mutually agreed and declared, by and between the parties to these presents, that in case the said *Thomas Nagger* shall happen to die before the end of the apprenticeship of the said *William Lyons*, that they and in such case the executors or administrators of him the said *Thomas Nagger*, shall and will, as soon as may be after his death, find and provide a new and other proper master, being an architect and a surveyor; and at their own charge, and without delay, turn over the said *William Lyons* to such new master, for the residue which shall be then unexpired of the term of his apprenticeship, upon the same terms, or upon terms equally advantageous to the said *William Lyons*, as are contained in this indenture; and in default of so doing, they the said executors or administrators of the said *Thomas Nagger* shall and will pay unto the said *William Lyons*, his executors, administrators, or assigns, the sum of twenty pounds for each and every year of the said term of four years, which shall so remain unexpired. And lastly, for the true performance of the several covenants and agreements herein before-mentioned and contained on the respective parts of each of them the said *William Lyons* and *Thomas Nagger*, their executors and administrators to be taught, served, paid, done, and performed, in manner before-mentioned, and according to the true intent and meaning of these presents, they, the said *William Lyons*, and *Thomas Nagger*, do bind themselves unto each other, and unto their executors, administrators, and assigns, of each other, in the sum of one hundred pounds of lawful money of Great-Britain firmly by these presents: In witness whereof, they have, each to two parts hereof, set their hands and seals the day and year first above written.

*William Lyons*, (Seal)  
*Thomas Nagger*, (Seal)

Scaled and delivered in the presence of

*Abraham Pateman*, } of *London-street* aforesaid.  
*William Foley*.

Covenant that in case of master's death executors shall provide apprentice a new master.

Covenant for performance of agreement.



II. *A like Indenture in a shorter Form.*

THIS indenture, made the eighth day of *February*, in the twenty-seventh year of the reign, &c. and in the year of our Lord one thousand seven hundred and eighty-seven, between *Samuel Jenkinson* (son of *Daniel Jenkinson*, of *Caen Wood*, in the parish of *St. Pancrass*, in the county of *Middlesex*, farmer) and the said *Daniel Jenkinson*, of the one part, and *James Asbly*, of *Grafton-street*, in the parish of *Saint Clement Danes*, in the said county of *Middlesex*, surveyor, of the other part, Witnesseth, that the said *Samuel Jenkinson*, by and with the consent of his said father, *Daniel Jenkinson*, testified by his being party to and executing these presents, hath placed and bound himself apprentice to the said *James Asbly*, to be taught in the science, profession, or business of a surveyor, in all its branches, which the said *James Asbly* now useth, or shall use or practise, and with him as an apprentice to serve from the day of the date hereof, until the thirtieth day of *June*, which will be in the year of our Lord one thousand seven hundred and ninety, during all which said time, the said apprentice his said master well and faithfully shall serve, his secrets keep, his lawful commands every where gladly do, hurt to his said master he shall not do, nor willingly suffer to be done by others, but the same to his power shall let, or forthwith give notice thereof to his said master; the goods, monies, or effects of his said master, he shall not embezzle or waste, nor lend them without his consent, to any; at cards, dice, or any other unlawful games, he shall not play; taverns or ale-houses he shall not haunt or frequent; fornication he shall not commit; matrimony he shall not contract; from the service of his said master he shall not at any time depart or absent himself, without his said master's leave; but in all things as a good and faithful apprentice shall and will demean and behave himself towards his said master, and all his, during the said time; and the said master, in consideration of the sum of sixty pounds of lawful money of *Great-Britain*, to him in hand well and truly paid by the said *Daniel Jenkinson*, the receipt whereof he doth hereby admit and acknowledge, his said apprentice the said science or business of a surveyor, as aforesaid, with all things thereto belonging, shall and will teach and instruct, or otherwise cause to be taught and instructed, after the best way and manner that he can; and shall and will teach and instruct, or cause to be taught and instructed, the said apprentice the art or science of a surveyor, by instructing him to draw architecture and of measuring artificers work, and settling workmen's

## APPENDIX.

Covenant to refund part of premium in case of master's death.

bills, and also the manner of keeping accounts, after the Italian form; and shall and will also find and allow unto the said apprentice sufficient meat, drink, and lodging, during the said times, fit for such an apprentice; and that the said *Daniel Jenkinson* shall and will find and provide his said son *Samuel Jenkinson* with all cloaths, both linen and woollen, washing, and all and every other necessities (except his board and lodging); and it is hereby declared and agreed, by and between the said parties to these presents, that in case the said *James Ashley* should happen to die within the first or second year from the date hereof, his executors or administrators shall and will pay or refund unto the said *Daniel Jenkinson*, his executors or administrators, the sum of twenty pounds, part of the said sum of sixty pounds; and for the true performance of all and every the several matters and things herein contained, the said *Daniel Jenkinson* and *James Ashley* bind themselves, and each binds himself to the other, in the sum of one hundred pounds: In witness whereof the said parties to these presents have hereunto set their hands and seals, the day and year first above-written,

*Daniel Jenkinson*, (Seal.)

*Samuel Jenkinson*, (Seal.)

*James Ashley*, (Seal.)

Sealed and delivered in the presence of

*Thomas Gage*, } of *Grafton-street* aforesaid.  
*Pen. Lyons*, }

III. *Articles of Clerkship with an Attorney or Solicitor, where the Clerk is put out by his Father.*

Father covenants for his son's due service.

ARTICLES of agreement, indented, made, concluded, and agreed upon this twenty-sixth day of *July*, in the year of our Lord One Thousand Seven Hundred and Eighty-three, by and between *Augustus Hamet*, of *Lincoln's-Inn*, in the county of *Middlesex*, Gentleman, of the one part, and *Joseph Jones*, of the *Inner-Temple*, *London*, Gentleman, and *James Jones*, son of the said *Joseph Jones*, of the other part; as followeth— That is to say, the said *Joseph Jones*, for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree to and with the said *Augustus Hamet*, his executors, administrators, and assigns, in manner and form following, that is to say, that for and in consideration of the said *Augustus Hamet's* accepting of the said *James Jones* into his service, as his clerk, and in consideration of the sum of two hundred pounds of lawful money of *Great-Britain*, in hand paid to the said *Augustus Hamet*, by the said *Joseph Jones*, the receipt of which



said sum, he the said *Augustus Hamet* doth hereby acknowledge, and also in consideration of the covenants and agreements therein after in these presents mentioned, on the part and behalf of the said *Augustus Hamet*, his executors, and administrators, to be performed, fulfilled, and kept, he the said *James Jones* shall and will well, faithfully, and diligently serve him the said *Augustus Hamet*, as his clerk, in the practice and profession which he the said *Augustus Hamet* now follows of an attorney or solicitor in his Majesty's Courts of King's Bench and Exchequer, at *Westminster*, from the day of the date hereof, for and during the term of six years from thence next ensuing, and fully to be complete and ended; and that without the wilful or negligent cancelling, obliterating, spoiling, losing, embezzling, lending, spending, or making away with any of the books, papers, deeds, writings, monies, or other goods or chattels of the said *Augustus Hamet*, his executors or administrators, or the books, papers, deeds, writings, monies, goods or chattels of any other person or persons, committed to the custody or care of the said *Augustus Hamet*, or of the said *James Jones*, as his clerk. And further, that the said *Joseph Jones*, his executors or administrators, shall and will, from time to time, and at all times hereafter, during the said term of six years, at his and their own proper costs and charges, find and provide for the said *James Jones*, during the said term, all manner of cloaths and apparel, both linen, woollen, and otherwise, fit for the use and wear of the said *James Jones*, as clerk to the said *Augustus Hamet* as aforesaid; and also washing, mending, and repairing thereof; and the said *James Jones* doth hereby promise and agree to serve the said *Augustus Hamet*, during the said term, in manner above specified. And further, the said *Joseph Jones* shall and will, within the time appointed by Act of Parliament, pay to his Majesty's revenue of the stamp duties, the tax or duties imposed upon monies given with clerks and apprentices, and indemnify and save harmless the said *Augustus Hamet*, his executors and administrators, of and from the same in every respect. In consideration of which true and faithful service, to be performed and done by the said *James Jones*, and of the performance of the covenants and agreements, and other the matters and things herein before specified, according to the true intent and meaning of these presents, he the said *Augustus Hamet*, for himself, his executors, administrators, and assigns, doth covenant, promise, and agree to and with the said *Joseph Jones*, his executors, administrators, and assigns, by these presents, in manner and form following, that is to say, that he the said *Augustus Hamet* shall and will, during all the aforesaid

For a term of six years.

And that he will not destroy papers, &c.

And for providing cloaths and washing.

Son agrees to serve.

Father covenants to pay the duty.

Master covenants to provide board and lodging.

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And to instruct him in his profession.

And procure his admittance.

Also not to assign him over without consent.

And that his executors shall repay part of the premium in case of his death.

Penalty for non-observance of covenants.

term of six years, find and provide for the said *James Jones* good, sufficient, and convenient diet and lodging; and also shall and will, by the best means in his power, and according to the best of his skill and knowledge, teach and instruct him the said *James Jones* in the profession, business, and practice of an attorney and solicitor, in his Majesty's courts at *Westminster*, or elsewhere, and shall and will, at the expiration of the said term, use his best endeavours (at the request, costs, and charges of the said *James Jones*,) to cause and procure him to be admitted and sworn an attorney and solicitor of his said Majesty's courts of King's-bench, and Exchequer, or such other of his Majesty's courts at *Westminster*, as the said *James Jones* shall think fit to be admitted an attorney or solicitor of. And further, that the said *Augustus Hamet* shall not nor will within the said time or term of six years assign or turn over the said *James Jones* to any attorney or solicitor, or to any other person or persons whomsoever, without the knowledge, consent, and approbation of the said *Joseph Jones*, his executors and administrators, or the direction of his Majesty's courts at *Westminster*, for the remainder or any other part of the aforesaid term. And further, that in case the said *Augustus Hamet* shall die before the expiration of the said term of six years, the executors and administrators of him the said *Augustus Hamet* shall and will pay, or cause to be paid to the said *Joseph Jones*, or to such person or persons as shall, with the consent of all parties, take and accept the said *James Jones*, as his or their clerk, for the residue of the said term, such sum and sums of monies, and at such times as are hereinafter mentioned, that is to say, that in case the said *Augustus Hamet* shall die before the expiration of the first year of the said term, then the executors or administrators of the said *Augustus Hamet* shall within one month next thereafter pay or cause to be paid the sum of one hundred and seventy pounds in manner aforesaid; and if before the expiration of the second year, the sum of one hundred and fifty pounds; and if before the expiration of the third year, the sum of one hundred and thirty pounds; and if before the expiration of the fourth year, the sum of one hundred and ten pounds; and if before the expiration of the fifth year, the sum of ninety pounds, according to the true intent and meaning of these presents, any thing herein contained to the contrary thereof in any wise notwithstanding. And for the true performance of all and singular the respective covenants and agreements above mentioned, they the said *Joseph Jones* and *Augustus Hamet*, do bind themselves and their several heirs, executors, and administrators, each to the other of them in the penal sum of one hundred pounds of good and lawful money of Great



Britain, firmly by these presents. In witness whereof the said parties have to these presents interchangeably set their hands and seals, the day and year first above written.

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Augustus Hamet (Seal.)

Joseph Jones (Seal.)

James Jones (Seal.)

Sealed and delivered by all the parties in the presence of

Isaac Biddulph, } Clerks to Mr. Hamet.  
John Pitts, }

#### IV. Indentures of Apprenticeship to a Seaman or Mariner.

THIS Indenture, made the twenty-ninth day of August, in the year of our Lord, one thousand seven hundred and ninety-four, between *Andrew Johnson* of *Limehouse*, in the county of *Surry*, Tallowchandler, of the first part, *Peter Johnson*, son of the said *Andrew*, of the second part, and *Christopher Meritane*, captain of the ship *Caroline*, of the third part, witnesseth, that the said *Peter Johnson* doth with the consent, and by the direction of the said *Andrew Johnson* his father, bind himself apprentice unto the said *Christopher Meritane*, as an apprentice to serve him the said *Christopher*, in the navigation of any ship or vessel which the said *Christopher* shall order and appoint, for the full space and term of four years from henceforth to be fully complete and ended; during which said term the said apprentice shall and will faithfully serve the said *Christopher*, and do and perform all such service and business, as well at sea on board any ships or vessels which shall belong or be employed in the service of the said *Christopher*, and with and under such person and persons as he shall from time to time order and appoint or otherwise as the occasions of the said *Christopher* shall require; and shall and will obey all lawful commands of his said master, or such other person or persons with whom he shall from time to time order him to serve, and go in any ship or vessel he shall be by his said master commanded to go, and shall diligently and carefully demean and behave himself towards him and them in all respects. And that he the said apprentice shall not do or willingly suffer to be done by others any hurt, prejudice, or damage to the goods, merchandizes, or other affairs of his said master or any other with whom he shall be appointed to serve as aforesaid, but the same to the utmost of his power shall hinder, or him or them thereof shall forthwith warn; he shall not absent himself from the said service by day or night unlawfully; but in all things as a good and

APPENDIX. faithful apprentice he shall bear and behave himself towards his said master, and such person and persons with whom he shall be ordered from time to time to serve as aforesaid during the said term; and the said master his said apprentice shall and will cause to be taught and instructed in the art or business of a sailor so far as shall be necessary, as to the voyages in which he shall be employed; and shall and will find and provide unto and for his said apprentice sufficient meat, drink, lodging, and cloathing, during all the said term. In witness whereof the said parties hereto have hereunto set their hands and seals, the day and year first above written.

Andrew Johnson (Seal.)  
P. Johnson (Seal.)  
C. Meritane (Seal.)

Sealed and delivered in  
the presence of us,  
C. B. of Sc.  
C. D. of Sc.

*V. Condition of a Bond that an Apprentice shall perform his Articles.*

WHEREAS by indenture of apprenticeship, bearing date the thirteenth of June now last past, *James Rowen* the younger, one of the sons of the above bounden *James Rowen* the elder, is become bound as an apprentice to the said *Benjamin Bown*, in the trade, art, or employment of a Hosiery, for the term or space of seven years from the day of the date thereof, as by the same indentures may appear, Now the condition of the above written obligation is such, that if the said *James Rowen* the son shall and do from time to time, and at all times during his said apprenticeship, well and truly observe, perform, fulfil, and keep all and every the articles, covenants, clauses, and agreements whatsoever, in the said recited indentures contained, and which on his part are to be observed, performed, fulfilled, and kept, and shall and do from time to time and at all times during the said term, be faithful and just to the said *Benjamin Bown*, his executors, administrators, and assigns, in all his the said *James Rowen* the son's buyings, sellings, accounts, reckonings, receipts, payments, and all other his doings and dealings, any wise relating to the said trade or employment, or the affairs or business of the same, and in all other matters and things wherein as an apprentice or servant he shall or may be employed by or concerned, for or on the behalf of the said *Benjamin Bown*, his executors, administrators, or assigns, then this present obligation to be void, and of



none effect, else to remain in full force and virtue. As witness  
my hand, the day and year first above written. APPENDIX.

*James Rowen, sen. (Seal.)*

Sealed and delivered in  
the presence of  
*Paul Piles, of Rathbone-place, Middlesex.*

VI. *A Clause in Articles of Clerkship empowering the Master to assign.*

PROVIDED always, and it is hereby mutually declared and agreed, by and between the said parties hereto, that it shall and may be lawful, notwithstanding these presents, to and for the said *James Pennu*, at any time during the said term of six years, to assign or turn over unto any other sworn attorney or solicitor, or attorneys and solicitors of any of his Majesty's courts at *Westminster*, the service and benefit of the clerkship of him the said *Robert Clohier* for all or any part of the said term, then to come, in such manner as he the said *James Pennu* shall think fit, subject nevertheless to the same covenants and articles, for instruction, allowance, board, and lodging, as are contained in these presents.

VII. *A Discharge of an Apprentice from his Indentures.*

TO all to whom these presents shall come, *John Norton*, of *Westminster*, in the county of *Middlesex*, Gent. sends greeting. Whereas *Charles Dod*, son of *Edward Dod*, of *Mile-end*, in the said county, did by his indenture of apprenticeship, bearing date on or about the tenth of May, one thousand seven hundred and ninety-nine, put himself apprentice unto *Ralph Bertie*, of *London*, for the term of five years from the date thereof, as by the said indenture may appear; and whereas the said *Charles Dod* was afterwards turned over or assigned to *George Hammond*, of *Swansea*, as by indorsement on the said indenture may also appear. And whereas differences arose between the said *George Hammond* and *Ralph Bertie*, and the same were referred and submitted to the judgment and determination of *Henry Willett*, who, upon hearing the said matters was adjudged and ordered that the said *George Hammond* shall return and pay back the sum of thirty pounds to the said *Edward Dod* the father, and thereupon the said indentures of apprenticeship to be delivered up by each party, and cancelled. And whereas in pursuance of the said award, or order, the said *George Hammond* hath paid back the said sum of thirty pounds, and the said indentures have been delivered up and

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cancelled; (*but if there has been no arbitration, say*) (And whereas the said *George Hammond* at the request of the said *Edward Dod* the father, and *Charles Dod* the apprentice, hath discharged the said *Charles Dod* from his service, and the said indentures are delivered up by the said parties and cancelled.) Now therefore know ye that the said *George Hammond* hath remised, released, and for ever discharged, and by these presents doth for himself his executors, and administrators, remise, release, and for ever discharge the said *Edward* and *Charles Dod* of and from the said indentures of apprenticeship, and all service and other matters and things in the said indentures contained, on their or either of their parts to be performed, and of and from all actions and causes of actions, suits, specialties, covenants, agreements, clauses, and demands whatsoever, for or concerning the said indentures of apprenticeship, or by reason of any other matter or thing whatsoever, from the beginning of the world to the day of the date hereof. In witness whereof the said *George Hammond*, *Edward Dod*, and *Charles Dod*, have hereunto set their hands and seals, the day and year first above written,

*George Hammond* (Seal.)  
*Edward Dod* (Seal.)  
*Charles Dod* (Seal.)

Witness,  
*Ralph Tomins.*  
*James Newstead.*

VIII. *A Clause in Indentures of Apprenticeship empowering the Master to discharge the Apprentice for Misbehaviour.*

AND lastly it is agreed by and between the said parties hereto, that if the said *William Rose* shall for any considerable space of time during the said term, be wilfully disobedient to the lawful orders or commands of the said *James Carleton*, his master, or be slothful or negligent, or shall otherwise grossly misbehave himself toward his said master or his family, that then in such case it shall and may be lawful for the said *James Carleton* to put away and discharge the said *William Rose* from his said service; and in such case the said *James Carleton* his executors, administrators, or assigns, shall repay unto *Thomas Rose*, (*the father of the said William Rose*) the like sum of money as is hereby made payable upon the death of the said *James Carleton*, according to the period of the said term of service at which he shall so put away the said *William Rose*; any thing herein before contained to the contrary thereof in any wise notwithstanding.



IX. *An Agreement between a Master and a Servant, or Bailiff, relative to the Management of a Farm.*

ARTICLES of agreement indented, made, entered into, and concluded upon this tenth day of January, in the thirty-fifth year of the reign of our sovereign Lord George the third, and in the year of our Lord Christ, 1795, between Thomas Sampson of *Whitbourne*, in the county of *Dorset*, esq. of the one part, and Samuel Fowler of *Minton*, in the same county, yeoman, of the other part, as follows: that is to say, WHEREAS the said Thomas Sampson hath agreed with the said Samuel Fowler to be his servant or agent, for the purpose of ordering and managing to the best advantage, all that messuage or tenement and farm, barns, stables, outhouses, lands, meadows, and pasture grounds, with the several appurtenances thereunto belonging, now in the tenure and occupation of the said Thomas Sampson, situate, lying, and being in the parish of *Whitbourne* aforesaid, and commonly called or known by the name of *Sampson Farm*, for and during the term of one whole year, to commence from the fifth day of the present month, being Christmas-Day old stile, and so from year to year as long as the said Thomas Sampson and Samuel Fowler shall agree, to and for the yearly sum, salary or wages of 100*l.* payable quarterly as hereafter is mentioned. Now it is hereby covenanted, granted, concluded, and agreed upon by and between the said Thomas Sampson and Samuel Fowler, as well for themselves as for their several executors, administrators, and assigns, by these presents, in manner and form following; (that is to say) The said Samuel Fowler, for himself, his executors, and administrators, doth covenant, promise, and agree to and with the said Thomas Sampson, his executors, administrators, and assigns, that he the said Samuel Fowler shall and will at all times and seasons during the said term of one year, and so long after as the said parties shall agree as aforesaid, order, manage, cultivate and improve, according to the best of his abilities, skill, and knowledge, all and singular the lands, meadows, arable and pasture grounds; and also all and singular the cattle, stock, outhouses, building, and appurtenances belonging to, and now, or any time hereafter, being upon the said farm and premises called *Sampson Farm*, situate as aforesaid, to the greatest benefit and advantage in all things and respects of him the said Thomas Sampson, his executors, administrators, and assigns. IN CONSIDERATION of which said promise and agreement, and other the premises aforesaid, he the said Thomas Sampson, for himself, his executors, administrators, and assigns, doth covenant, grant, and

Recital.

Agreements and covenants

From the servant.

From the master.

**APPENDIX.** agree to and with the said *Samuel Fowler*, his executors and administrators, by these presents, that he the said *Thomas Sampson*, his executors, administrators, or assigns, shall and will well and truly pay or cause to be paid unto the said *Samuel Fowler*, his executors, administrators, or assigns, the said yearly sum, salary, or wages, of one hundred pounds of lawful money of Great Britain, during so long as the said *Samuel Fowler* shall continue to manage the said farm and premises for the said *Thomas Sampson*, in pursuance of these presents, the same to be payable and paid, or otherwise by the said *Samuel Fowler* retained out of the monies in his hands, on the four most usual quarterly days of payment of rent or feasts in the year, that is to say, on the fifth day of April, the fourth day of June, the tenth day of October, and the fifth day of January, in every year, by even, and equal portions. In witness whereof the said parties have hereunto set their hands and seals, the day and year first above written.

*Thomas Sampson* (Seal.)  
*Samuel Fowler* (Seal.)

Sealed and delivered in  
 the presence of us,

*Charles Minington,*  
*Paul Jenkins.* } of *Whitbourne* aforesaid.

**X. An Agreement between a Master and a menial Servant.**

Covenants from  
 the servant.

ARTICLES of agreement indented, made, concluded, and agreed upon this first day of July, in the year of our Lord one thousand seven hundred and ninety-two, between *William Styles*, of, &c. of the one part, and *Walcot Man*, of, &c. of the other part, as follows: viz. The said *Walcot Man* for the considerations hereunder mentioned, doth covenant, promise, and agree to and with the said *William Styles*, his executors, administrators, and assigns, by these presents in manner following: (that is to say) that he the said *Walcot Man*, shall and will for and during the term and time of five years, to begin and be accounted from the date of these presents, serve, abide, and continue with the said *William Styles*, his executors, administrators, and assigns, as his and their covenant servant, and diligently and faithfully according to the best and utmost of his power, skill, and knowledge, will exercise and employ himself in, and do and perform, all such service and business whatsoever, as well relating to the trade of a Tanner, which the said *William Styles* now useth, as in and about such other business, matters, and things whatsoever, as the said *William Styles*, his executors or administrators, shall from time to



time order, direct, and appoint, and that to and for the best profit and advantage of him and them; and that he shall and will keep to himself, and in no wise divulge the secrets of the said *William Styles*, his executors or administrators, relating to the said trade and business, and likewise be just, true, and faithful to him and them, in all matters and things, and no ways wrongfully detain, embezzle, or purloin any monies, goods, or things whatsoever, to him or them belonging, and also shall and will keep just, true, and faithful accounts of all goods bought and sold, monies received and paid, and of all other things whatsoever, relating to the business aforesaid, as shall come to be committed to his care, management, or disposal, and from time to time pay all monies which he shall receive of, or belonging to, or by order of, the said *William Styles*, his executors or administrators, and make and give up true and fair accounts of all his actings and doings in the said employments, without fraud or delay, when and as often as he shall be thereto required; and in consideration of the premises, and of the several matters and things by the said *Walcot Man* to be performed as aforesaid, the said *William Styles* doth for himself, his executors, and administrators, covenant, promise, and agree to and with the said *Walcot Man*, his executors and administrators, by these presents, that he the said *William Styles*, his executors and administrators, shall and will find and provide unto and for the said *Walcot Man*, in his dwelling-house, meat, drink, washing and lodging; and also well and truly pay or cause to be paid unto the said *Walcot Man*, his executors and administrators, or assigns, the sum of twenty pounds a year of lawful money of Great-Britain for the first two years of the said term, by equal quarterly payments, and shall and will allow the said *Walcot Man* all such charges and expences in and about the business aforesaid, as shall be just and reasonable; and the said parties do mutually covenant and agree to and with the other, that if the said *William Styles* shall not be willing to continue the said *Walcot Man* in his service after the expiration of two years of the said term, or if the said *Walcot Man* shall not be willing to serve and continue with the said *William Styles* after the expiration of the said two years, in either of the said cases, the said parties shall and will give six months notice of such their minds and intention before the expiration of the said term, and they shall respectively be at liberty on the one hand to part with, and on the other to depart; any thing in these presents contained to the contrary notwithstanding. As witness our hands this third day of May, one thousand seven hundred and ninety-four.

Covenant from  
the master.

Mutual cove-  
nant.

*William Styles* (Seal.)

*Walcot Man* (Seal.)

Sealed and delivered in  
the presence of

*Cumings Bennet, Servant to William Styles.*

XI. *An Assignment of an Apprentice.*

TO all to whom these presents shall come, I *Robert Carter* of *London* send greeting. Whereas my apprentice, *Andrew Baker*, has certain years yet to come and unexpired of his apprenticeship, to wit, three whole years from Lady Day last, as by his indenture of apprenticeship, bearing date on or about the fifteenth day of March, one thousand seven hundred and ninety-one, doth appear. Now know ye, that I the said *Robert Carter*, for divers good causes and considerations hereunto moving, have given, granted, assigned, and set over, and by these presents do fully and absolutely give, grant, assign, and set over unto *Francis Jay*, of *Royston, Cambridgeshire*, all right, title, duty, term of years to come, service, and demand whatsoever, which I the said *Robert Carter* have in or to the said *Andrew Baker*, or which I may or ought to have in him by force and virtue of the said indenture of apprenticeship. And moreover, I the said *Robert Carter*, do by these presents covenant with the said *Francis Jay*, his executors, and administrators, that notwithstanding any thing by me the said *Robert Carter* done or to be done to the contrary, the said *Andrew Baker* shall during the said term of three years well and truly serve the said *Francis Jay* as his master, and his commandments lawful and honest shall do, and from his service shall not absent himself day or night during the term aforesaid. Provided that the said *Francis Jay* shall well treat and use the said *Andrew Baker*, finding for him meat, drink, linen, woollen, hose, shoes, and bedding, and all other necessaries during the said term. In witness whereof the said parties have hereunto set their hands and seals, the day and year first above written.

*Robert Carter* (Seal.)

*Francis Jay* (Seal.)

Sealed and delivered in  
the presence of

*Baker Joyce, King-street, Bloomsbury.*

*Jer. Fife, Fisher-street, Red-lion-square.*

XII. *An Assignment of Indentures of Apprenticeship by the Executor of a deceased Master.*

THIS indenture made the tenth day of May, in the year of our Lord one thousand seven hundred and eighty seven, between *Caleb Joseph*, of *Vintage-street*, in the city



## APPENDIX.

of Gloucester, Linen-Draper, executor of the last will and testament of *David Roberts*, late of the same place, Haberdasher, deceased, of the first part, *Charles Dunning*, of London, Gent. and *Benjamin Dunning* his son, of the second part, and *Peter Thomas*, of *Wiley-street*, in the city of Gloucester aforesaid, of the third part. Whereas the said *Benjamin Dunning* did of his own free will, by and with the advice and consent of the said *Charles Dunning* his father, by certain indentures of apprenticeship, bearing date on or about the twelfth day of February which was in the year of our Lord, one thousand seven hundred and eighty-three, put and bind himself apprentice to the said *David Roberts*, to be taught and instructed in the art, trade, or business of a Brazier, which the said *David Roberts* then used; and to serve the said *David Roberts* after the manner of an apprentice from thenceforth, for and during and unto the full end and term of seven years from thence next ensuing, and fully to be complete and ended, as in and by the said indentures may, reference being thereto had, more fully appear. And whereas the said *David Roberts* departed this life on or about the eighteenth day of July last past, having first duly made and published his said last will and testament in writing, and thereby appointed the said *Caleb Joseph* sole executor thereof, as in and by the said will may appear. And whereas the said *Benjamin Dunning*, at the time of the death of his said master, had served four years and upwards of his said term of seven years, for which he was bound as aforesaid. Now this indenture witnesseth, that in order that the said *Benjamin Dunning* may serve out the remainder and full term of his said apprenticeship, and be fully taught in the said art, trade, or business of a Brazier, according to the purport and intent of the said recited indenture. He the said *Caleb Joseph*, at the request of the said *Benjamin Dunning*, and by and with the advice and approbation of the said *Charles Dunning* his father, testified by their being parties to, and sealing and delivering these presents, hath, and by these presents doth fully and absolutely grant, assign, and set over unto *Peter Thomas*, of *Wiley-street*, in the said city of Gloucester, Brazier, all the right, title, interest, duty, service, term of years, and demand whatsoever, which he the said *Caleb Joseph* hath, or can or may lawfully have in or to the said *Benjamin Dunning*, under or by force or virtue of the said recited indenture of apprenticeship, as being executor of the said *David Roberts*, deceased, or otherwise howsoever. AND MOREOVER the said *Caleb Joseph* doth by these presents covenant, promise, and agree to and with the said *Peter Thomas*, his executors, administrators, and assigns, that notwithstanding any matter or thing by him the said *Caleb Joseph* already done or hereafter to be done to the contrary, the said *Benjamin Dun-*

Recital of former articles.

Recital of master's death, and of his will.

Assignment.

Covenant from assignor.

## APPENDIX.

Covenant from  
assignee.

ning shall and will well and truly serve the said *Peter Thomas* as an apprentice for and during the term of three years from the date hereof, being the remainder now to come and unexpired of the aforesaid term of seven years, and do and perform all his lawful commands during the said term; he the said *Charles Dunning* finding and providing for the said *Benjamin Dunning* his son, sufficient wearing apparel of all sorts fitting for such an apprentice. AND the said *Peter Thomas*, for himself, his executors, and administrators, doth hereby covenant, promise, grant, and agree to and with the said *Charles Dunning*, his executors, and administrators, that he the said *Peter Thomas* shall not only sufficiently teach and instruct, or cause to be taught and instructed to the best of his abilities and skill, his said apprentice in the said art, trade, or business of a Brazier, which he now uses, but also shall and will find and provide for him meat, drink, washing, and lodging, meet and convenient for such apprentice during all the said term of three years, residue and remainder of the said term of seven years as aforesaid. In witness whereof the said parties have hereunto set their hands and seals, the day and year first above written.

*Caleb Joseph* (Seal.)*Charles Dunning* (Seal.)*Benjamin Dunning* (Seal.)*Peter Thomas* (Seal.)

Sealed and delivered in  
the presence of

*Miles Bennet, Wiley-street, aforesaid.*

XIII. *An Assignment of Articles of Clerkship.*Recital of former  
articles.

THIS indenture made the nineteenth day of April, in the thirty-fourth year of our sovereign lord *George* the third, by the grace of God, of Great Britain, France, and Ireland, king, defender of the faith, &c. and in the year of our Lord Christ, one thousand seven hundred and ninety-four, between *George Ponurst*, of *Wilbraham*, in the county of *Dorset*, Gent. of the first part, *Edward Sillington*, of *Marlborough*, in the county of *Devonshire*, Gent. of the second part, *Joseph Sillington*, relative of the said *Edward Sillington*, of the third part, and *Philip Pemberton*, of *Reading*, in the county of *Berks*, Gent. of the fourth part. WHEREAS by articles of agreement indented, bearing date on or about the eighteenth day of November, which was in the year of our Lord, one thousand seven hundred and ninety-two, and made or mentioned to be made, between the said *Edward Sillington* of the first part, the said *Joseph Sillington* of



the second part, and *George Ponurst*, therein described to be of *Wilborough*, in the county of *Somerset*, Gent. of the third part, the said *Edward Sillington* did covenant that the said *Joseph Sillington* should serve the said *George Ponurst* as his clerk, for the term of five years from thence next ensuing, and the said *George Ponurst* did for the considerations therein mentioned, thereby covenant with the said *Edward Sillington*, that he would find and provide the said *Joseph Sillington* during the said term sufficient meat, drink, washing, and lodging, and also inform and instruct him in the profession, business, and practice of an attorney and solicitor in his Majesty's courts at *Westminster*, as in and by the same articles on reference being thereto had will more fully appear. And whereas the said *Joseph Sillington* has served with the said *George Ponurst* two years of his said clerkship, and it has been agreed between the parties to the said recited indenture, that he shall now be assigned for the remainder of the said term of five years unto the said *Philip Pemberton*. Now this indenture witnesseth, that in consideration of the covenants and agreements hereafter mentioned, and other considerations the said parties thereunto moving, the said *George Ponurst* hath, and by these presents doth, at the request, by the direction, and with the approbation, as well of the said *Edward Sillington* as of the said *Joseph Sillington*, assign, transfer, and set over unto the said *Philip Pemberton*, his executors and administrators, as well the said recited articles, and all benefit and advantage whatsoever, to be had therefrom or thereof made; and also all and all manner of interest, property, profit, advantage, claim, and demand whatsoever, of the service of him the said *Joseph Sillington*, during the residue and remainder now to come of the aforesaid term of five years, by force, virtue, or means of the said recited articles, or otherwise howsoever. AND the said *Philip Pemberton* doth hereby for himself, his executors, and administrators, covenant, promise, and agree to and with the said *Edward Sillington*, and also to and with the said *Joseph Sillington*, their respective executors and administrators, in manner following: that is to say, that he the said *Philip Pemberton* shall and will at all times during the remainder of the said term of five years, instruct and inform in the best manner in his power the said *Joseph Sillington*, as his clerk, in the business or profession and practice of an attorney and solicitor in his Majesty's courts at *Westminster*, and all other courts which he the said *Philip Pemberton* now useth, or shall at any time during the said term use or practise, and in all the modes, methods, and reasons thereof. And further, that he the said *Philip Pemberton*, his executors, administrators, and assigns, shall and will from henceforth, at his and their charge, find, allow, and provide the said *Joseph*

Assignment.

Covenant for instruction.

## APPENDIX.

Covenant to  
procure clerk's  
admission.

*Sillington* competent and sufficient meat, drink, washing, and lodging, during all the residue now to come of the said term of five years; and thereof and therefrom save, keep harmless, and indemnified, as well the said *George Ponurst*, as also the said *Edward Sillington*, their respective executors and administrators. And also that he the said *Philip Pemberton*, his executors, administrators, or assigns, shall and will well and truly pay to the said *Joseph Sillington*, during the last two years of the said term of five years, the annual sum of twenty pounds, clear of all deductions and abatements whatsoever, for and towards his travelling and other expences, and for finding him in cloaths and other necessities; the said sum of twenty pounds to be paid to the said *Joseph Sillington* by even half yearly payments, at Lady-Day and Michaelmas in every year. And lastly, each of them the said *George Ponurst* and *Philip Pemberton*, doth hereby for himself severally covenant with the said *Edward Sillington*, that they the said *George Ponurst* and *Philip Pemberton*, at the request, costs, and charges of the said *Edward Sillington*, at any time after the expiration of the said term of five years, shall and will make several affidavits of the respective times of service of him the said *Joseph Sillington*, with them the said *George Ponurst* and *Philip Pemberton*, and also do every other lawful act for the getting him the said *Joseph Sillington* to be admitted as an attorney, in either of his Majesty's courts at *Westminster*, as shall be needful and requisite for that purpose. In witness whereof they the said parties have hereunto respectively set their hands and seals, the day and year first above written.

*George Ponurst* (Seal.)

*Edward Sillington* (Seal.)

*Joseph Sillington* (Seal.)

*Philip Pemberton* (Seal.)

Scaled and delivered in  
the presence of

*Tim. Mellish,* } of Reading aforesaid.  
*Fav. Riley,* }



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